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NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 15th August 1953 :—

Issue No.	No. and date	Issued by	Subject
209	S. R. O. 1548, dated the 28th July 1953.	Election Commission, India.	Election Petition No. 132 of 1952.
210	S. R. O. 1549, dated the 10th August 1953.	Delimitation Commission, India.	The proposals in respect of the distribution of seats allotted to the Patiala and East Punjab States Union in the House of the People and the seats assigned to the Legislative Assembly of that State to territorial constituencies.
211	S. R. O. 1586, dated the 4th August 1953.	Election Commission, India.	Election Petition No. 209 of 1952.
212	S. R. O. 1587, dated the 14th August 1953.	Ministry of Natural Resources & Scientific Research.	The Ilmenite (Control of Export) Order, 1953, made by the Central Government in exercise of the powers conferred by sections 10 and 13 of the Atomic Energy Act, 1948.
213	S. R. O. 1588, dated the 14th August 1953.	Ditto.	To authorise officers to grant licences under the Ilmenite (Control of Export) Order, 1953.
214	S. R. O. 1589, dated the 15th August 1953.	Ministry of Finance (Revenue Division.	Amendment made in the Notification No. 13-Customs, dated the 28th February 1953 of the Ministry of Finance (Revenue Division).

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3

Statutory Rules and Orders issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).

MINISTRY OF HOME AFFAIRS

New Delhi, the 13th August 1953

S.R.O. 1592.—In exercise of the powers conferred by Article 258(1) of the Constitution, the President hereby directs that the following amendment shall be made in the Ministry of Home Affairs notification No. 9/74/51-Police(I), dated the 26th February, 1953, namely:—

In the first column of section B of the schedule appended thereto, after the words "excluding clause (b)" appearing in brackets the words "in so far as it relates to Sub-Divisional Magistrates" shall be added.

[No. 9/74/51-Police(I).]

New Delhi, the 14th August 1953

S.R.O. 1593.—In exercise of the powers conferred by Section 27 of the Indian Arms Act, 1878 (XI of 1878), the Central Government is pleased to exempt Mr. E. E. Four, Construction Engineer, Standard Vacuum Refinery Co's Bombay Refinery, from the operation of the prohibitions and directions contained in Section 6 of the said Act in respect of one pistol of 9 mm. calibre bore, and connected ammunition, if any.

[No. 9/40/53-Police.I.]

U. K. GHOSHAL, Dy. Secy.

MINISTRY OF FINANCE (REVENUE DIVISION)

CUSTOMS

New Delhi, the 15th August 1953

S.R.O. 1594.—In exercise of the powers conferred by section 23 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby exempts the articles falling under item 45(2) of the First Schedule to the Indian Tariff Act, 1934 (XXXII of 1934), when imported into India, from so much of the customs duty leviable thereon under the said Act as is in excess of 25 per cent. *ad valorem*; and also from the whole of the additional duty of customs leviable thereon under section 5 of the Finance Act, 1953 (14 of 1953).

[No. 63.]

E. RAJARAM RAO, Joint Secy.

CUSTOMS

New Delhi, the 22nd August 1953

S.R.O. 1595.—In exercise of the powers conferred by section 6 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby appoints the Assistant Collector of Central Excise, Meerut Division and the Superintendents, Deputy Superintendents, Inspectors and Supervisors borne on the establishment of the Allahabad Central Excise Collectorate, who have jurisdiction over the private bonded warehouse of Messrs. The Imperial Tobacco Company of India, Ltd., Saharanpur (Uttar Pradesh), to be officers of Customs and to exercise the powers conferred, and perform the duties imposed, by the said Act on such officers.

[No. 65.]

A. K. MUKARJI, Dy. Secy.

CENTRAL BOARD OF REVENUE

CUSTOMS

New Delhi, the 22nd August 1953

S.R.O. 1596.—In exercise of the powers conferred by section 9 of the Sea Customs Act, 1878 (VIII of 1878), the Central Board of Revenue makes the following rules, namely:—

(1) The Collector of Central Excise, Allahabad, shall exercise all the powers conferred by Chapter XI of the said Act on a Chief Customs Officer or a Customs Collector in respect of the private bonded warehouse of The Imperial Tobacco Company of India, Ltd., Saharanpur (Uttar Pradesh).

(2) The Assistant Collector of Central Excise, Meerut Division of the Allahabad Central Excise Collectorate, shall exercise all the powers conferred by Chapter XI of the said Act on a Customs Collector in respect of the aforesaid warehouse.

[No. 66.]

A. K. MUKARJI, Secy.

MINISTRY OF COMMERCE AND INDUSTRY

CENTRAL TEA BOARD

New Delhi, the 17th August 1953

S.R.O. 1597.—In exercise of the powers conferred by clause (V) of sub-section (3) of Section 4 of the Central Tea Board Act, 1949 (XIII of 1949), the Central Government is pleased to nominate Shri K. C. Ray, Controller of Emigrant Labour, Shillong, as a member of the Central Tea Board, *vice* Shri K. C. Subarno.

2. Shri K. C. Ray shall hold office for a term commencing with the date of this Notification and ending with the date on which the Tea Board is established and constituted under the Tea Act, 1953 (XXIX of 1953).

[No. 94(1)Plant/52.]

P. V. S. SARMA, Under Secy.

COFFEE CONTROL

New Delhi, the 18th August 1953

S.R.O. 1598.—In exercise of the powers conferred by Sub-section (3) of section 4 of the Coffee Market Expansion Act, 1942 (VII of 1942), and in partial modification of the Notification of the Government of India in the late Ministry of Industry and Supply No. 13(1)-1(6)/50 dated the 12th June 1950, the Central Government, on the recommendation of the United Planters' Association of Southern India, Coonoor, hereby nominates Shri C. I. Machia, of Consolidated Coffee Estate (1943) Ltd., Pollibetta, Coorg as a member of the Indian Coffee Board *vice* Shri Ivor Bull, resigned.

[No. 13(2)Plant/50.]

P. V. S. SARMA, Under Secy.

New Delhi, the 22nd August 1953

S.R.O. 1599.—In exercise of the powers conferred by Section 3 of the Essential Supplies (Temporary Powers) Act, 1946 (XXIV of 1946), the Central Government is pleased to direct that the following further amendments shall be made in the Cotton Textiles (Control) Order, 1948, namely:—

In the said Order—

(1) for sub-clause (1) of clause 30 the following sub-clause shall be substituted, namely,—

"30. (1) Save in accordance with a permission in writing of the Textile Commissioner, no producer shall dispose of any cloth or yarn bearing export markings except—

(a) by export out of India, or

(b) by sale and delivery to a person holding a valid license for export of cloth or yarn out of India."

(2) for sub-clause (2) of clause 30 the following shall be substituted, namely:—

"(2) The Textile Commissioner may, with a view to securing a proper distribution of cloth or yarn, issue directions to any manufacturer or dealer to sell or deliver specified quantities of cloth or yarn to specified persons, and where any such directions are issued, the manufacturer or the dealer, as the case may be, shall comply with them."

(3) sub-clause (4) of clause 30, clause 30-A and clause 30-B shall be deleted.

[No. 9(4)-CT(A)/53-7.]

S. A. TECKCHANDANI, Under Secy.

MINISTRY OF HEALTH

New Delhi, the 13th August 1953

S.R.O. 1600.—The following draft of a further amendment in the Drugs Rules, 1945, which it is proposed to make after consultation with the Drugs Technical Advisory Board, in exercise of the powers conferred by sections 12 and 33 of the Drugs Act 1940 (XXIII of 1940), is published as required by the said sections for the information of persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration after the *22nd November*, 1953.

2. Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

Draft Amendment

After rule 110 of the said Rules, the following rule shall be inserted, namely:—

"110-A. *Prohibition against altering inscriptions on containers, labels or wrappers of drugs.*—No person shall alter, obliterate or deface p.t.o. any inscription or mark made or recorded by the manufacturer on the container, label or wrapper of any drug.

Provided that nothing in this rule shall apply to any alteration made in the label of any drug at the instance or direction of the Licensing Authority."

[No. F.1-5/53-DS.]

S. DEVANATH, Under Secy.

MINISTRY OF COMMUNICATIONS

ORDER

New Delhi, the 11th August 1953

S.R.O. 1601.—In exercise of the powers conferred by rule 160 of the Indian Aircraft Rules, 1937, the Central Government hereby exempts for the period up to the 31st December, 1953, applicants for first class Navigators licence from the operation of sub-paragraph (2) of paragraph 1 of Section E of Schedule II of the said Rules in so far the said sub-paragraph requires such persons to hold a second class Navigator's licence for at least one year and to produce evidence of having had at least four years air experience.

[No. 10-A/49-53.]

K. V. VENKATACHALAM, Dy. Secy

MINISTRY OF WORKS, HOUSING AND SUPPLY

(Central Boilers Board)

New Delhi, the 14th August 1953

S.R.O. 1602.—Shri H. K. Bansal is appointed to be Secretary to the Central Boilers Board, *vice* Shri G. W. Gidwani.

[No. BL-308(2)/53.]

M. K. VELLODI, Chairman.

MINISTRY OF LABOUR

New Delhi, the 11th August 1953

S.R.O. 1603.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the Orissa Minerals Development Limited, and their workmen.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD.

REFERENCE NO. 21 OF 1951.

PRESENT:

Shri L. P. Dave, B.A., LL.B.—*Chairman.*

PARTIES:

Messrs. Orissa Minerals Development Company Ltd., Barbil;

AND

Their workmen.

APPEARANCES:

Shri K. B. Bose, Barrister-at-Law, and Mr. D. Basu Thakur, Solicitor of M/S. Orr, Dignam & Co.—*For the management.*

Shri S. S. Mukherjea, B.Sc., B.L., Pleader, Dhanbad, and Shri R. C. Paliwal, Vice-President, Keonjhar Mines and Forest Workers Union.—*For the workmen.*

AWARD

By Government of India, Ministry of Labour, notification No. LR. 2(347) dated 14th July 1951, read with notification No. of even number dated 5th March 1953, the industrial dispute between Messrs. Orissa Mineral Development Company Limited, Barbil, and their workmen in respect of the matters specified below has been referred for adjudication to this tribunal:—

1. Whether the terms of the joint agreement dated 15th January 1951 including the condition that wage rates should be fixed according to the price index of the locality has been implemented in full by the management and if not, whether they should do it and how soon.
2. Whether rates fixed by the management compare unfavourably with these in the Mines in the neighbourhood and if so whether these should be brought to the same level as these prevalent in the neighbourhood.

2. The Orissa Mineral Development Company Limited have three or four manganese ore and iron ore mines at Barbil, which is in the district of Keonjhar in the State of Orissa. It appears that disputes arose between the management and the workmen represented by their union about their wages and also about several other points. On 15th January 1951, a joint meeting was held for settlement of these disputes. The President and Vice-President of the workers' union were present at that meeting on behalf of the workmen; several officers representing the management were also present at that meeting; Mr. A. Basu was present as representing the Industrial Relations Machinery. A copy of the proceedings of that joint meeting has been produced in this case as Annexure 'A' to the written statement of the workmen. These proceedings show that at the request of Mr. Basu, the President of the workers' union placed before the meeting the grievances of the workmen and demanded an early redress of the same. He complained that the workmen employed at the different ore mines in the Barbil area under the management of the Birds (Messrs. Bird & Co. are the Managing Agents of the Orissa Mineral Development Co. Ltd.), got a lower rate of wages in comparison with those under the Tatas for similar work within the range of five miles only. He therefore urged that the differences should be removed as it was against the fundamental principles of fair labour practice. The representatives of the management pointed out that the Birds were not Tatas and their business conditions were different. After examining the relevant records, Mr. Basu agreed that the wage structure for the Barbil area needed revision in the light of the present price level and in doing so, the rates of Noamundi and Gua iron mines should also be consulted. After prolonged deliberations, it was decided that the management would revise the wage rates in the light of the discussions that took place at the meeting taking several points into consideration. These points have been enumerated in the above proceedings. Besides this, the workers' grievances on several other points were

also discussed and the management acknowledged their statutory responsibility in respect of each item and offered their willingness to do the needful wherever necessary.

3. It appears that on 25th March, 1951 the management wrote a letter to the labour union stating that the management had decided to increase the wages of workmen with effect from 1st April 1951, and enclosed a copy of a circular showing the increases. The Excutive Committee of the workers held a meeting on 4th April 1951 and decided that the increase in wages was not adequate and the management should be requested to raise the wages further. It appears that the management were not willing to do so, with the result that the present reference was made to this Tribunal by the Government on 14th July 1951.

4. The first point referred to by Government is whether the terms of the joint agreement dated 15th January 1951 including the condition that the wage rate should be fixed according to the price index of the locality has been implemented in full by the management and if not whether they should do it and how soon. On behalf of the management, it was urged that there was no agreement as such arrived at between the parties on 15th January 1951 and what was decided at that meeting was that the management would revise the wage rates in the light of the discussions that took place at the meeting. Shri Mukherjea who appeared on behalf of the workmen said that he did not want to enter into the question whether this amounted to an agreement or not on the several points mentioned in the proceedings of that meeting. As a matter of fact, he said that he was going to press only for the fixation of wage structure compared with the other mines in the neighbourhood and the fixation of food rebate. Most of the other items mentioned in the above proceedings related to statutory obligations of the management. Actually, the proceedings themselves mention that the workers' grievances on several other subjects were discussed and the management acknowledged their statutory responsibility in respect of each item and confirmed their willingness to do the needful whether necessary. In view of the fact that most of these items were obligations imposed on the management by statute. Shri Mukherjea said that he did not press for the consideration of those items before this Tribunal. As a matter of fact, he said that he pressed only two points, namely the fixation of wage structure and fixation of food rebate. The proceedings of the above meeting show that the management had agreed to revise the wage rates. The management state that they have revised the wages, and the main question which has been urged before me is whether the wage structure has been properly fixed by the management, and if not, whether it should be revised and to what extent. In this connection, fixation of good rebate would also have to be considered. These are the only two points urged before me by both parties.

5. As I said above, the Orissa Minerals Development Company Limited have manganese ore and iron ore mines situated at Barbil. They have a total strength of about 5,500 workmen. Out of this, 300 to 350 workmen are skilled or semi-skilled workmen; while the rest are unskilled workmen. According to the revised rates as fixed by the management, the basic rate of an unskilled male labourer has been fixed at 0/11/0 per day. In addition, he gets 0/6/6 as dearness allowance and 0/3/3 as food rebate, making a total of Rs. 1/4/9 per day. A female unskilled labourer gets a basic daily rate of 0/10/0, D/A 0/6/0 and food rebate 0/3/3 making a total of Rs. 1/3/3 per day. The rates of semi-skilled and skilled labourers vary for different categories. The workmen urge that the rates fixed by the management are low and compare unfavourably with the rates prevailing in the Noamundi and Gua mines which are nearby and that they should be raised to the rates prevailing in either of these two mines. They further urge that this was what was agreed to by the management and hence they must consider the rates prevailing at these two mines, and fix the wages accordingly.

6. The proceedings of the meeting held on 15th January 1951 show that the workers' union urged that the workmen in this company got a lower rate of w in comparison with those of Tatas and the difference should be removed. The management pointed out that the Birds were not Tatas and that their business conditions were different. Mr. Basu representing the Industrial Relations Machinery was of the opinion that the wage structure for Barbil needed revision in the light of the present price level and in doing so, the rates of Noamundi and Gua iron mines should also be consulted. In other words, what was agreed upon was that the rates should be revised: and in doing so, among other things the rates prevailing in Noamundi and Gua iron mines should be taken into account. It did not mean that the rates of these mines should be adopted.

7. As held in the well known case of Buckingham and Carnatic Mills Limited case reported at 1951, L.L.J. Vol. II page 314 at page 327 (paragraphs 42 and 43), the prevailing rates of wages in the same or similar occupations in the same or neighbourhood localities would be one of the main points to be considered in fixing floor level wages in a particular industry. The workmen have therefore urged in the present case that even if we do not adopt the wages prevailing at Noamundi and Gua on the basis of the above agreement, those rates would be a fair guide in deciding as to what wages should be awarded in the present case.

8. I shall first take up the question of unskilled labours who constitute the vast majority of workmen in this concern. As I said above, this concern employs about 5,500 workmen of whom only 300 to 350 are skilled or semi-skilled and the rest, i.e. more than 5,100 are unskilled labourers. As I mentioned above, the new basic rates fixed for them are 0/11/0 for males and 0/10/0 for females and taking into account dearness allowance and food rebate, the daily total earnings of a male labourer come to Rs. 1/4/9 and that of a female worker Rs. 1/3/3.

9. Before taking up the rates prevailing in Noamundi and Gua mines, I may mention that there are also other mines in the neighbourhood. There is a small mine known as Rungta which is one mile from Barbil. There is another mine belonging to one Baijnath Sarda which is 1½ miles from Barbil. There is also a mine belonging to one Pasari, which is about 2 miles from Gua. Then there is a mine belonging to Indian Trade Corporation and it is about 12 to 14 miles from Barbil. It has also come out in evidence that there are two other mines, one known as Tullock mine and the other the mine of Aryan Mining Company. These two mines are however at a distance of 40 miles and 35 to 36 miles from Barbil. Because of the distance, they could not be said to be mines in the same or neighbouring locality. So far as Rungta and Pasari mines are concerned, we have no evidence as to what are the rates and wages paid to workmen in those mines. So far as Baijnath Sarda mine is conerned, Mr. Jenkins who is the Agent of the Barbil mines, has said that the workmen there get a gross wage of Rs. 1/2/0 per day. He has also said that the workmen in the Indian Trade Corporation mine also get gross wages of Rs. 1/2/0 per day. He has no personal knowledge about the number of workmen employed in the Sarda mines nor has he any papers to show as to what are the wages paid in that or in the Indian Trade Corporation mine. It is admitted by him that the Baijnath Sarda mine is comparatively a new mine. In the absence of any documentary evidence and in view of the fact that Mr. Jenkins has no personal knowledge about these mines, it would not be proper to hold that the wages paid there are Rs. 1/2/0 per day or to take these wages into account in fixing wages in the present case. It may be noted in this connection that no mention was made about these mines by the management in the written statement or at any state before the date of hearing.

10. Thus though there are several other mines in the locality, we have no reliable evidence about the wages paid in those mines or about the other conditions of those mines. We are therefore left only with the Noamundi mines and the Gua mines. It is an admitted fact that the Noamundi mines belonging to Tata Iron and Steel Co Ltd. and that the Gua mines belonging to the Indian Iron and Steel Co. Limited. Noamudi mines are about five miles from Barbil and are said to be employing about 5,000 workmen; while the Gua mines are about seven miles from Barbil and said to be employing about 4,000 workmen. In point of distance and the number of workmen, therefore, the conditions in these two mines are similar to the conditions in the Barbil mines. On the other hand, the Noamundi and Gua mines are situated in the State of Bihar; while the Barbil mines are situated in the State of Orissa. We have then one more important fact and it is that the output of the Noamundi and Gua mines are not put to the open market because the ore extracted from these mines are required by the proprietors for their own iron and steel works; that is, the ore extracted from Noamundi mines is taken by the Tatas to their iron and steel works and ore extracted from Gua is taken by the Indian Iron and Steel Company to their iron and steel works. In the case of Barbil mines, all the output of ore is sold to other parties. This would mean that Noamundi and Gua mines can to some extent afford to work even at a loss; because the cost of output of their ore is not material to them. It goes to the parent company and if the cost of ore is more, the cost of their iron and steel production would be more. If they can get a higher price in iron and steel, the comparatively higher cost of the output of ore would not be very material to them. This would not be the case so far as the Barbil mines are concerned; because they must see that the cost of the output of ore is less than the price they realise by selling ore to other parties.

11. The wages paid by the Gua and Noamundi mines are produced by the Union at Serial Nos. 3 and 4 with their list on 13th June 1953. So far as the Gua mine is concerned, an unskilled labourer gets 0/8/6 as his daily basic wage and Rs. 12/8/- per month as dearness allowance. Taking a month to be of 26 working days, the dearness allowance would be 0/7/8½ pies. Wages that an unskilled workman gets in Gua mine thus comes to Rs. 1/0/2½ per day. In addition to this, the workmen are supplied rice and wheat at concessional rate at the rate of Rs. 10/- per maund, though the market rate is Rs. 15/- per maund. In other words, the workmen get a concession of Rs. 5/- per maund in the price of grains supplied to them. Hence no additional food rebate is given. The management have, in their statement of comparative calculations produced at serial No. 3 with a list on 8th July 1953, shown the value of this concession as 0/1/1 per day. In doing so, they have taken into account only the grains which the workman would require for his own consumption. The statement of wages produced by the workmen show that the grains are supplied to the workers for themselves and also their dependents. In other words, the workmen get the benefit of the concession in grain prices not only for themselves but also for their dependents. Usually in fixation of wages, a family is presumed to be of three units, i.e. each workman is presumed to have two dependents and on that basis, the benefit that the workmen would get for the concession in price of grains would be 0/3/3 per day. This would make his total earnings Rs. 1/3/5½ pies per day. As against this, the Barbil mines pay Rs. 1/4/9 per day to the males and Rs. 1/3/3 per day to females. In other words, the wages of Barbil mines are higher in the case of male workmen while in the case of female workmen, the difference is only of 0/0/2½ pies per day. I shall presently, when considering the question of fixation of food rebate, be showing that the company should pay 0/3/9 per day as food rebate in place of 0/3/3 and on that basis, a female worker in these (Barbil) mines would be getting Rs. 1/3/9 per day and that would make her earnings more than the earnings of a female worker of the Gua mines. But even if the food rebate is not fixed at a higher level, I do not think that a difference of 2½ pies per day in the earnings of a female worker compares so unfavourably as to require interference by the Tribunal, especially when the earnings of a male worker is higher in the Barbil mines than in the Gua mines.

12. Taking the case of the Noamundi mines, the wages of the unskilled labourers are fixed as under:—A male labourer is started with 0/10/0 per day, gets an increment of 0/1/0 at the end of every year and the maximum that he gets is 0/12/0 per day. In the case of female labourers, they start at 0/9/0 per day and by annual increments of 0/1/0 go upto 0/11/0 per day. In addition to this, they get a dearness allowance of 60 per cent. with a minimum of Rs. 12/8/- per month and maximum of Rs. 25/- per month. They also get an attendance bonus of 20 per cent. and service bonus of 20 per cent. They do not get any concessions in the purchase of grains nor do they get any food rebate. The total amount that they would get for their basic wages, dearness allowance, attendance bonus and service bonus would come to Rs. 1/4/0 per day rising to Rs. 1/8/- per day in the case of males and Rs. 1/2/0 rising to Rs. 1/6/0 per day in the case of females. As against this, in the Barbil mines, a male worker gets Rs. 1/4/9 per day and a female worker gets Rs. 1/3/3 per day. Taking into account the increase of 0/0/6 which I shall be allowing under the head of food rebate, the male and female workmen in the Barbil mines would get Rs. 1/5/3 and Rs. 1/3/9 respectively. This would mean that a workman in the Barbil mines get more than a workman in the Noamundi mine in the first year. In the second year, he or she would get slightly less than a workman in the Noamundi mines and from the second year onwards, the difference would be of more than 0/2/0 per day. Looking, however, to the fact that the Noamundi mines and the Barbil mines are situated in two different States and looking to the condition under which the two mines work and looking to the fact that the Noamundi mines are owned by Tatas who use the ore for their iron works whereas the Barbil mines have to sell their ore in the open market, I think the difference in the rates cannot be said to be so great or unfavourable as to require interference by the Tribunal. After considering all the facts, I therefore think that the rates fixed for an unskilled workman by the Barbil mines do not compare so unfavourably with the rates in the other mines as to require to be increased.

13. I now come to the question of skilled and semi-skilled workmen. There are several categories of the skilled and unskilled labourers and the rates of wages vary in their cases. As has been rightly pointed out by Mr. Jenkins in his evidence, workmen with the same designations working in different concerns would not have the same ability or responsibility. The work would vary with each individual concern. He has further said that the Barbil mines are not so

much mechanised as the Gua and Noamundi mines with the result that the workmen in the Noamundi and Gua mines have to do more responsible work than the workmen in the Barbil mines. The workmen in the Noamundi and Gua mines have to deal with heavier machines. The loco drivers have to work heavier engines. Mr. Paliwal, Vice-President of the Workers Union, has also admitted in his evidence that the work in the Noamundi and Gua mines is more mechanised than in the Barbil mines. He further admitted that some labourers in the Barbil were monthly paid workers and that their wages were greater than the wages paid to daily rated workers. The management have produced a statement showing that out of their 18 carpenters seven carpenters were monthly rated and 11 were weekly rated. Regarding blacksmiths, four are monthly rated and 11 are weekly rated. In the case of loco drivers, two are monthly rated and 13 weekly rated. Six motor drivers are monthly rated, while five are weekly rated; there are only three fitters, all of whom are monthly rated. The management has also produced a statement showing the rates paid to the monthly rated staff. They compare favourably with the rates of workmen as shown in the statement of Gua and Noamundi mines. Mr. Jenkins has in his evidence stated that if the management found that a particular workman was efficient and was doing good work, he was put in a monthly rated grade. He has than said that more responsible work is given to the monthly rated workmen and that the daily rated workmen are usually not entrusted with any responsible work. He has also said that none of their workmen has passed any trade test or examination. (Mr. Paliwal, when questioned on this point, said that he did not know whether any skilled or semi-skilled worker had passed any test or examination or whether anyone held any diploma.) Mr. Jenkins has been said that the monthly rated workers are promoted to that grade usually from among the workmen who started as daily rated workmen. In view of these facts, namely (i) that a workman in the Barbil mines has to do less responsible work than a workman in the other mines, (ii) that a workman in the Barbil mines if he is efficient would be promoted to a monthly rated scale which is more favourable than the scale prevailing in the other mines, and (iii) that the work of the workmen would vary in each individual concern, I think that the rates fixed in the Barbil mines for skilled and semi-skilled workmen could not be interfered with or increased. For instance, there may be a motor driver who may know only how to drive a car, while there may be another driver who cannot only drive a car but also look to minor repairs and there may still be a third driver who can even look to other major repairs. All of them would be called motor drivers, but may not be paid the same pay. In the present case, it is an admitted fact that the Noamundi and Gua mines are more mechanised than Barbil mines. The skilled workmen of those mines would have to do more responsible work. In the Barbil mines, the daily rated workers are not ordinarily given any responsible work which is usually done by monthly rated workmen whose wages compare favourably with the other mines. In view of all this, I hold that in the case of the skilled and semi-skilled labourers also, the wages cannot be increased.

14. I now come to the question of fixing of food rebate. As I said above, the management have fixed food rebate at 0/3/3 per day. They have shown the calculations as to how they arrived at this figure at serial No. 2 with their list of 8th July, 1953. The workmen have also produced a calculation of the food rebate at serial No. 5 of their list dated 13th June, 1953. There appears to be some arithmetical errors in the calculations made by the workmen. So far as the rates are concerned, there is no difference between the statement produced by the workmen and the statement produced by the management. In each case, the market prices of dal, sugar, and oil are taken at 0/12/0, 0-14-0 and Rs. 2-0-0 per seer respectively. These articles were supplied to the workmen at the rates of 0/3/0, 0-6-0 and 0-8-0 per seer respectively. Both sides are also agreed that the workmen were given two seers of dal, one seer of sugar and one seer of oil. The difference between the parties is in respect of rice, and that too, only in respect of the quantity. The management have taken the quantity of rice at 3½ seers for fixing the food rebate. It is an admitted fact that formerly workmen were given five seers of rice at a concessional rate. The management in fixing the food rebate have taken into account the difference of price of 3½ seers only. The workmen in their calculations have claimed concession for five seers; but in making the calculations, they have committed an error in respect of the extra 1½ seer, in that they have forgotten to deduct the price which the workmen had to pay when the company was supplying rice at concessional rates. On the basis that a workman is to be supplied 3½ seers of rice, the management have worked out the total food rebate at the rate of 0/3/3 per day. The calculations on the basis are correct and were not challenged before me. As I said above, it is an admitted fact that formerly the workmen were given five seers a day. The management

argue that under the rationing laws in force, a workman can be given only 3½ seers of grains and he can therefore claim a rebate in respect of only 3½ seers and not on the original quantity of five seers. It is true that under the rationing laws, a workman cannot be given more than 3½ seers of grains; but that would not mean that when fixing the food rebate, only a quantity of 3½ seers should be taken into account. Admittedly a workman was formerly given five seers of rice at concession price. That quantity may have been fixed not for his own benefit only but for the benefit of his family also. In my opinion, in fixing food rebate, the quantity of rice that should be taken into account should be the quantity of five seers which was formerly supplied to the workmen and on that basis, the workmen would get 0/3/0 per week more. A week consists of six working days and hence for this extra 1½ seers, the increase would be 0/0/6 per day. In my opinion, therefore the food rebate of 0/3/3 per day which the management had allowed is not quite proper but it should be of 0/3/9 per day.

15. The last question is as to from what date this increased food rebate should come into operation. In my opinion, as at the meeting held on 15th January, 1951, it was decided that the new rates should commence from March 1951 and as the management accordingly brought the new rates of wages including food rebate into force from 1st April, 1951, the above food rebate (which is considered even by the management as part of the wages) should be brought into effect from 1st April 1951 the date on which the revised wages have come into force

16. The result is that so far as the basic wages and dearness allowance are concerned, the wages fixed by the management are held to be proper and are not increased. But the food rebate of 0/3/3 per day fixed by the management is held to be improper and it is ordered that the food rebate should be of 0/3/9 per day and that this should have effect from 1st April, 1951. The extra amount that may be due to the different workmen for the food rebate should be paid to them within two months from the date the award becomes enforceable. I pass my award accordingly.

(Sd.) L. P. DAVE, *Chairman.*

The 31st July, 1953.

[No. LR.2(347).]

S.R.O. 1604.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madurai, in the matter of a complaint under section 33A of the said Act, from Shri K. E. Pareekutty, Stevedore Workman, Calvetty, Port Cochin.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, MADURAI.

PRESENT:—Sri E. Krishnamurthi, M.A., B.L., Industrial Tribunal at Madurai.

Tuesday, the 7th July, 1953

INDUSTRIAL DISPUTE NO. 9 (CENTRAL) OF 1952

BETWEEN

Worker, K. E. Pareekutty, Stevedore Workman, Calvetty Fort Cochin, represented by the Cochin Port Cargo Labour Union, Mattancherry, Cochin.—*Petitioner.*

AND

Mr. B. Paul Abrao, Stevedore, Fort Cochin.—*Respondent.*

AWARD

By Order No. L.R.2(345)-I dated 14th October 1952, of the Government of India, Ministry of Labour, New Delhi, the industrial dispute between certain employers of stevedore labour, and their workmen at Port Cochin has been referred to this Tribunal for adjudication.

2. Pending adjudication of this dispute this petition [I.D. No. 9 (Central) of 1952] has been preferred by K. E. Pareekutty.

3. The petitioner's case is, that he was permanently employed as a stevedore workman by the opposite party B. Paul Abrao, that he was discharged from service and punished on the ground that he was not a member of the C.T.T.U., that the action of the respondent is in contravention of Section 33 of the Industrial Disputes Act, and that he should be reinstated together with wages.

4. The respondent pleads, that he has no permanent labour force, that it is not usual to have a permanent labour force in stevedoring work, that men are employed generally on a casual day-to-day basis without guaranteeing them any permanency or continuity of service, that the workmen are engaged by the day and paid off by the end of the day, that there is no violation of Section 33 of the Industrial Disputes Act, that the respondent has been following the procedure laid down in the award dated 18th December, 1951, that in any case K. E. Pareekutty was never employed by the respondent as a workmen, that the petitioner was only working as a labour supplier for working coal and sand steamers, that the petitioner was never a "workman" within the meaning of the Industrial Disputes Act of 1947, and that this Court has no jurisdiction to entertain the petition.

5. The following issues arise for determination —

1. Whether the petitioner was employed permanently as a stevedore workman under the respondent?
2. Whether the petitioner was never a workman of the respondent as contended by the latter?
3. Whether the petitioner was only a labour supplier for working coal and sand steamers?
4. Whether Section 33 of the Industrial Disputes Act has been contravened as alleged by the petitioner?
5. Whether the petitioner is entitled to reinstatement and compensation as claimed?
6. To what relief is the petitioner entitled?
7. What order should be made regarding costs?

6. *Issues Nos.* 1 *to* 3.—This petition, I.D.No. 9 (Central) of 1952 is preferred by K. V. Pareekutty of Eaulvetty, Fore Cochin. It is alleged in the petition filed by him, that he was a stevedore workman permanently employed under the respondent Mr. Paul Abrao, and that the latter discharged him and punished him on 15th August, 1952 on the ground that he was not a member of the Cochin Thuramukha Thozhilali Union. The petitioner states that he was employed as a stevedore workman under the respondent, from 1946.

7. The contention on behalf of the respondent is, that he has no permanent labour force, and that the labourers employed by him do work on a casual day-to-day basis, being paid off at the end of the day. More important still, the respondent denies that the petitioner was employed under him as a workman at any time. On the contrary, it is alleged, that the petitioner was himself an independent labour supplier and acted in that capacity for the respondent.

8. The petitioner deposes, as W.W.1, that the respondent employed him as one of his workmen, and that he has been a permanent workman from the last 5 or 6 years. He was also given a token, and his number was entered in the books of the respondent. The token used to be returned to the respondent after the days' work was over. The petitioner states, that he was discharged for no fault of his. In cross examination he denies, that he was a stevedore contractor of Hopkins and Williams or any other firm. He admits that he has sometimes worked as a foreman. By foreman's work he means, looking after the work, supervising the work done, and seeing that the cargo was put in the proper holds, and seeing that no accidents took place. He was paid Rs. 3-4-0 per day for work during the day, and Rs. 6-8-0 for a working period of 8 hours, during nights. The respondent Mr. Abrao M.W.1, denies, that he ever employed the petitioner as stevedore labourer. He admits that the petitioner was employed by him occasionally as Stevedore contractor. When any coal ship came into port, the petitioner was requested to supply two or three gangs of "Pulaya" community workers. The respondent did not pay the petitioner any amount by way of wages. The petitioner was also working as stevedore for Hopkins and Williams. Mr. Abrao states in his evidence that he was prepared to swear on the Bible, that the petitioner was never employed by him as a workman and that he was only a contractor. A number of documents have also been produced in support of the respondent's contention.

9. On a scrutiny of the evidence, I am of opinion that the petitioner's case is untrue and the respondent has succeeded in establishing the truth of his contention. The respondent has sworn that Ex. M. 5 and M. 6 and M. 8 are signed by the petitioner. The petitioner admits having signed Ex. M. 6, but denies that the signatures in M. 5 and M 8 are his. I prefer to believe the evidence of the respondent, and hold that all the three documents are signed by the petitioner.

Comment has been made on the dissimilarity in signatures. A comparison of the petitioner's signature in his petition, as compared with the signature which is admitted by him in M. 6 will disclose dissimilarities. Obviously, the petitioner has no settled handwriting or signature and dissimilarities are bound to occur. The fact that the petitioner's name is shown to be K. E. A. Pareekutty in Ex. M. 8 does not matter in the least. As Mr. Abrao explains that the mistake was committed in typing and the initials of the petitioner were shown as K. E. A. Pareekutty.

10. The above conclusion receives support from the documents. Ex. M. 10 is a letter dated 8th August, 1951 from Mr. Abrao to Mr. A. J. Declase, Chief Engineer, Messrs. Hopkins and Williams, and it is stated therein that according to the note of readiness received from the Master of "s. s. Henry M. Teller", the vessel was to commence taking in sand from 8 A.M. on the 9th August, and that K. E. Pareekutty was being advised to start the work at that time. Ex. 11 dated 8th August 1951 is a letter addressed by Mr. Abrao to the Port Officer, requesting him to issue sufficient rice for the labourers engaged in stevedoring work in connection with clearance of 9,500 tons of Ilmenite sand *i.e.*, from 9th August, 1951. It was requested that the indent might be issued in the name of the stevedoring contractor K. E. Pareekutty. Ex. M. 12 is a letter dated 8th August 1951 addressed to the Port Officer Willingdon Island by Messrs. Pierce Leslie and Company, intimating that about 9500 tons of Titanium Ore were being loaded into "Henry M. Teller" from the 9th morning, and that the necessary rice might be issued. Ex. M. 13 is the letter of Mr. A. J. Declase to the respondent, stating that he had entrusted the work of loading Ilmenite ore into "Henry M. Teller" to K. E. Pareekutty, and that the respondent should afford all facilities to the said Pareekutty to enable him to fulfil the work he had undertaken. The respondent was also requested to advance to the said Pareekutty reasonable amounts for conducting the work. Ex. M. 14 is a letter written by Mr. Declase to the petitioner laying down the manner in which the Ilmenite Sand should be loaded into the "s. s. Henry M. Teller". There is reference therein to the request for supply of rice ration made to the Port Officer. It is also mentioned therein that the Charterers' Agent as well as the representative of his own firm, was Mr. Paul Abrao, that the latter had been instructed to afford all facilities and also to advance reasonable amounts for the work, and that Mr. Paul Abrao will advice him about the readiness of the vessel to take in cargo. Ex. M. 1 is a letter dated 10th August, 1951 sent by Mr. Paul Abrao to the President of the Cochin Thuramukha Thozhilali Union advising him that he was only the Charterers' Agent for the "s. s. Henry M. Teller" that he had declined to accept the stevedoring work, and that arrangements for stevedoring work were done direct by Mr. A. J. Declase. Ex. M. 2 is the reply to Ex. M. 1.

11. From the foregoing it is clear beyond doubt, that K. E. Pareekutty did stevedoring work as an independent contractor in connection with the loading of Ilmenite sand into the "s. s. Henry M. Teller". As the correspondence discloses, Mr. Paul Abrao was only the Charterers' Agent and he had nothing to do with the stevedoring work. Because he had been instructed to afford all facilities to the stevedoring contractor, the petitioner, the amount of Rs. 12,750/- was paid to him. After having received this amount, the petitioner signed in Ex. M. 8 and he is now falsely denying his signature in the said document. The various documents referred to fully establish the truth and genuineness of Ex. M. 8. Ex. M. 6 which is admitted to be genuine proves that the petitioner received money for stevedoring work on the 's. s. Rana'. A large amount of Rs. 4,956-11-0 was received by him. A naive explanation has been attempted by the petitioner. When confronted with Ex. M. 5, M. 6 and M. 8 the truth and genuineness of which have been established beyond any doubt, the petitioner says, that he used to receive payments of Rs. 10/- or Rs. 50/- in advance for payment to labourers. In the next breath he adds that he received upto Rs. 5,000/- at a time for distribution among labourers. It is hardly possible to hold that he would have received large sums of Rs. 5,000/- and Rs. 12,750/- by way of advance on the assumption, that he was only a stevedore labourer. This explanation is absurd and it exhibits a purile attempt on behalf of the petitioner to wriggle out of Exs. M. 5, M. 6 and M. 8. It is perfectly obvious that these documents were executed by him in his capacity as stevedoring contractor and he supplied stevedore labour in connection with the steamers referred to in the documents.

12. Nextly, I may refer to Ex. M. 3 which is a letter from the Cochin Thuramukha Thozhilali Union dated 19th July, 1951 to Mr. Abrao suggesting that his old "moopans" as well as "moopans" suggested in his letter, may get equal chances. Ex. M. 4 dated 19th July, 1951 is the reply of Mr. Abrao intimating that the "moopans" mentioned therein had requested him to entrust them with the work of supplying labourers. Pareekutty is one of the "moopans" whose name

is suggested therein. This also indicates that Pareekutty was a "moopan" or independent labour contractor.

13. Nextly, the petitioner himself admits that he printed tokens in his name in 1951. It is improbable that the petitioner would ever have had tokens in his name, unless he was a stevedoring contractor. In his capacity as such he issued tokens in his name to the gangs of labourers employed under him.

14. Lastly, I may refer to Exs. M. 15 and M. 16 which are accounts produced by the respondent. The latter has deposed that in Ex. M. 15, page 78 shows payments made to Moopans for coal discharged through labourers. The name of K. E. Pareekutty the petitioner is found therein, and obviously, he was one of the "moopans" engaged at the time. Ex. M. 16 also shows payments made to "moopans". The respondent explains that the "moopans" are labour suppliers and K. E. Pareekutty was only a "moopan". The "moopans" collected commission from the labourers. It is perfectly clear that no payment were ever made by the respondent to the petitioner on the basis that the latter was only his labourer or workman. On the contrary, whatever money was paid to the petitioner was only in his capacity as labour supplier or a moopan *i.e.*, in his capacity as a stevedore contractor.

15. However, on behalf of the petitioner reliance, is placed on Ex. W. 1 which is a certificate dated 25th July, 1951 granted by the Chief Officer "S. S. Shunko Maru". It is to the effect, that K. E. Pareekutty was employed as foreman while loading cargo, and that he was industrious in service. It is argued that this document shows that the petitioner was only a labourer, and not an independent contractor. The evidence of Mr. Abrao is, that he does not know anything about Ex. W. 1, and that the Chief Officer may grant certificates without his knowledge. He further explains that in Ex. M. 16 page 348, there is mention of the payments made to workmen in connection with "S. S. Shunko Maru". But the name of Pareekutty does not find a place there as one of the workmen employed. Ex. W. 1 does not prove that the petitioner was only a labourer or that he was employed under the respondent as a workman. It may be that he was loosely described as "foreman" by the Chief Officer but this is insufficient to prove that he was a workman of the respondent. Ex. W. 1 does not establish the truth of the petitioner's case.

16. All circumstances considered, I am of opinion that the petitioner was not a stevedore workman employed under the respondent at any time. He was only an independent contractor or labour supplier acting on his own, and he was never a workman of the respondent. The petitioner was not a workman according to the meaning of Section 2(s) of the Industrial Disputes Act. I find as above on these issues.

17. *Issue No.* 4.—In view of my finding, that the petitioner was not a workman, and employed under the respondent at any time, and muchless a permanent workman, Section 33 of the Industrial Disputes Act has no application, and there is no contravention of the said Section by the respondent.

18. *Issue No.* 5.—The petitioner is not entitled to reinstatement or to compensation as claimed by him.

19. *Issue No.* 6.—The petitioner is not entitled to any relief.

20. *Issue No.* 7.—I consider that in the circumstances of the case the parties must be directed to bear their own costs.

21. In the result the petition is dismissed. No order as to costs.

22. An award is passed accordingly.

Dated at Madurai, this the 7th day of July, 1953.

(Sd.) E. KRISHNAMURTHI,
Industrial Tribunal at Madurai.

List of Witnesses examined.

For the workers:—

W.W.1 ... K. E Pareekutty.

For the management:—

M.W.1 ... Mr. Paul Abrao.

List of Exhibits marked.

For workers:—

Ex.W.1 ... Certificate dated 25th July, 1951 issued to K. E. Parcekutty by the Chief Officer "S. S. Shunko Maru"

For the management:—

Ex.M.1 ... Letter dated 10th August, 1951 from Paul Abrao to the President, Cochin Thuramukha Thozhilali Union, Cochin.

Ex.M.2 ... Letter dated 10th August, 1951 from the President, Cochin Thuramukha Thozhilali Union, Cochin to Mr. Paul Abrao.

Ex.M.3 ... Letter dated 19th July, 1951 from the Secretary, Cochin Thuramukha Thozhilali Union, Cochin to Mr. Paul Abrao, Cochin.

Ex.M.4 ... Letter dated 19th July, 1953 from Mr. Paul Abrao, Cochin to the President, Cochin Thuramukha Thozhilali Union, Cochin.

Ex.M.5 ... Receipt given by K. E. Pareekutty, in Malayalam.

Ex.M.6 ... Cash voucher dated 7th September, 1951 for Rs. 151-11-0 containing the signature of K. E. Pareekutty.

Ex.M.7 ... List containing particulars of payment made to labourers.

Ex.M.8 .. Receipt dated 7th September, 1951 given to Mr. Paul Abrao, Cochin by K. E. Pareekutty for Rs. 12,750/-.

Ex.M.9 ... List given by Pareekutty along with Ex.M.8. containing particulars of payment made to labourers.

Ex.M.10 ... Letter dated 8th August, 1951 to A. J. Declase Esq., Chief Engineer, from Mr. Paul Abrao. Cochin.

Ex.M.11 .. Letter dated 8th August 1951 to the Port Officer, Willingdon Island from Paul Abrao, Cochin.

Ex.M.12 ... Letter dated 8th August, 1951 to the Port Officer, Willingdon Island from Peirce Leslie Co., Ltd., Cochin, with a copy to B. Paul Abrao, Cochin.

Ex.M.13 .. Letter dated 8th August, 1951 to B. Paul Abrao, Cochin, from A. J. Declase, Chief Engineer.

Ex.M.14 ... Letter dated 8th August 1951 to Mr. K. E. Pareekutty, Cochin from Mr. A. J. Declase, Chief Engineer.

Ex.M.15 .. Account book of Mr. B. Paul Abrao, Stevedore, Cochin (page 78).

Ex.M.16 .. Account book of Mr. B. Paul Abrao, Stevedore, Cochin (page 348).

(Sd.) E. KRISHNAMURTHI,
Industrial Tribunal at Madurai.

[No. LR. 2(345)]

S.R.O. 1605.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the Standard Coal Company Limited and their workmen.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

REFERENCE NO. 2 OF 1952

PRESENT:

Shri L. P. Dave, B.A., LL.B.—*Chairman.*

PARTIES:

The employers namely Messrs. Standard Coal Co. Ltd.,

AND

Their workmen in relation to the Standard Colliery.

APPEARANCES:

Shri K. B. Bose, Barrister-at-Law, and Shri D. Basu Thakur, Solicitor,—*For the employers.*

Shri D. L. Sengupta, Advocate, and Shri S. S. Mukherjea, Pleader, Dhanbad.—*For the workmen.*

AWARD

By Government of India, Ministry of Labour, notification No. LR.4(200), dated 10th January 1952 (as amended by notification of even number dated 19th February 1952), read with notification No. LR.2(395), dated 4th February 1953, the industrial dispute between Messrs. Standard Coal Co. Ltd. and the workmen of the Standard Colliery regarding the payment of gratuity, compensation, or other reliefs to the workmen, in relation to the Standard Colliery on account of closure of that colliery in February 1951 has been referred for adjudication to this Tribunal.

2. The management of the Standard Colliery decided in December 1950 to close it down on the ground that most of the coal was exhausted and that the working of the colliery was highly uneconomic. They informed the authorities about this and also wrote a letter to Mr. P. C. Bose, President of the Indian Miners' Association, who was the President of the Union of the workmen in this colliery recognised at that time. After some enquiries and discussions, an agreement was arrived at between the management and Mr. P. C. Bose on 15th February 1951. The colliery was ultimately closed down on or about 24th February 1951. In the meanwhile, Mr. S. K. Bose, a labour leader, had been approached in the matter by some workmen and he moved the authorities that the closure was not justified. He also requested that the disputes should be referred for adjudication to this Tribunal. Later on, a trade union was formed in this colliery with Mr. S. K. Bose as the President; and at the request of that Union, the Government made two references to this Tribunal. The first reference was with respect to compensation for earned leave, proportionate bonus for the quarter and railway fare. This reference was No. 15, 1951 before this Tribunal. The order of reference was made by the Government of India on 16th May 1951. On this the management moved the Patna High Court under Article 226 of the Constitution for issue of writs in the nature of *mandamus*, prohibition and *certiorari* in connection with this order of reference. After hearing the parties, the High Court dismissed the application. Later on, the Government made a second reference to this Tribunal which is the preference reference and it relates, as I said above, to payment of gratuity, compensation, or other reliefs to the workmen on account of the closure of the colliery. I may mention at this stage that in Reference No. 15 of 1951, there was a compromise between the parties and an award by consent has been passed in that case.

3. The workmen have filed a written statement through Mr. S. K. Bose, President of the Standard Colliery Branch of the Bihar Colliery Mazdoor Sangh. They have contended therein that Mr. P. C. Bose had no authority on behalf of the workmen to enter into any compromise with the management and that the said compromise would not be binding on the workmen. They further urge that the closure of the colliery was illegal and that the decision of the management to close the colliery was not *bona fide* and that it hastened to terminate the services of the employees to avoid giving of retrenchment relief to workmen. The workmen have also urged that the ground on which the management wanted to close the colliery was not valid. In the result, the workmen's claim is that the Tribunal should hold the closure of the colliery illegal and unjustified and order the management to continue to work the colliery and reinstate all the workmen whose services have been illegally terminated in February 1951 with full wages and other benefits and privileges for the period of unemployment; or in the alternative, to award (a) three month's notice pay including dearness allowance for valid termination, (b) compensation at the scale of one month's pay and allowances for every year of service put in the past as gratuity or otherwise, and (c) full wages including allowances till the date of the award and bonus, provident fund, leave wages, etc. for the period, and (d) should the management decide to work the colliery at any future date, the discharged workmen should be given preference for re-employment in order of their seniority with original privileges.

4. The management filed a written statement denying the different allegations made by the workmen. They contended that Mr. P. C. Bose was the President of the Labour Union of the Standard Colliery which was the only registered trade union for this colliery and the management were therefore justified in having entered into a compromise with him and the said compromise would be binding on all the workmen. They also urged that the closure of the colliery was *bona fide* and justified. They have lastly urged that the demands of the workmen are wholly unjustified and should be rejected.

5. The first point for consideration is as to what would be the effect of the agreement entered into between the management of the Standard Coal Co. Ltd. with Shri P. C. Bose, President of the Indian Miners Association on 15th February

1951. The management contend that this agreement would be binding on all the workmen, as at the time of that agreement, the Indian Miners Federation was the only union working and recognised by the management. Mr. P. C. Bose as its President entered into an agreement; and so, it would bind all the workmen. It does appear that on that day there was no other Union in existence. The Manager of the colliery, Mr. B. B. Das, has stated in his deposition that there was no other union except the union of Mr. P. C. Bose and that whenever he had occasions to discuss any matters relating to the workmen, they were discussed with Mr. P. C. Bose and his union. He has further said that Mr. S. K. Bose never came to him on behalf of any individual workman or the workmen as a whole to represent any grievance. It also appears that a meeting of the workmen of the colliery was held on 18th February 1951 when it was resolved that a branch of the Bihar Colliery Mazdoor Sangh with Mr. S. K. Bose as President should be formed at the Standard colliery. (*See* page 16 of the Regional Labour Commissioner's file). In other words, till 18th February 1951, only one union was in existence at the colliery and Mr. P. C. Bose was the President thereof.

6. As I said above, the management had decided to close down the colliery somewhere in December. They thereupon addressed a letter among others to Mr. P. C. Bose. Mr. P. C. Bose sent a telegram on 5th January 1951 to the Hon'ble Labour Minister to the Government of India in this connection. It also appears that Mr. S. K. Bose had sent a telegram on 4th January 1951 to Hon'ble Shri Jagjivan Ram, the then Labour Minister, in which he had stated that about 2,000 labourers of the colliery and on their behalf he prayed the immediate intervention of the Hon'ble Minister in the matter. On 7th January 1951, an application was addressed to the Regional Labour Commissioner, Dhanbad, signed by at least fifteen workmen and therein it was mentioned that the workmen had authorised Shri S. K. Bose to represent their case on their behalf before the Regional Labour Commissioner and before other authorities concerned. This letter is at page No. 3 of the Regional Labour Commissioner's file. It has been said on behalf of the workmen that this application bore signatures and thumb marks of about 1,000 workmen. It is not clear as to when a petition bearing signatures and thumb marks of about 1,000 workmen was sent to the Regional Labour Commissioner but it does appear from the Regional Labour Commissioner's report dated 19th February 1951 (at pages 46 to 49 of the Regional Labour Commissioner's file) that Mr. S. K. Bose had shown the Regional Labour Commissioner a petition bearing the signatures and thumb marks of about 1,000 workers, affirming that S. K. Bose was their representative. It is thus certain that this petition was prior to 19th February 1951. An application was addressed by several workmen to the management on 30th January 1951 and it was sent through Mr. S. K. Bose (*see* serial No. 9 of the Regional Labour Commissioner's file). On 3rd February 1951 the Regional Labour Commissioner wrote a letter to the management and also to Shri P. C. Bose and Shri S. K. Bose stating that he had received the report of the Chief Inspector of Mines and would hold conciliation proceedings in his office at 10 A.M. on 14th February 1951 and requested them to attend the proceedings on the date and time noted therein. It appears that the Regional Labour Commissioner was not in Dhanbad on that date (14th February 1952). A letter was however addressed to the Regional Labour Commissioner by the management and was also signed by Mr. P. C. Bose. This is serial No. 18 in the Regional Labour Commissioner's file. On the next day (*i.e.* 15th February 1951) an agreement was entered into between the management and Mr. P. C. Bose before the Regional Labour Commissioner and it is this agreement which is relied on by the management as binding on all the workmen. On 17th February 1951, Mr. S. K. Bose wrote a letter to the Regional Labour Commissioner (serial No. 21 of the Regional Labour Commissioner's file) stating among other things that the Regional Labour Commissioner had taken up conciliation proceedings on 15th February 1951 without informing him (*i.e.* S. K. Bose) about it.

7. Before proceeding further, I may mention that this very point was agitated by the management before the Patna High Court by means of a petition for the issue of writs in the nature of *mandamus*, prohibition and *certiorari*. It was contended by them that the above agreement was binding on all workmen and that concluded the conciliation proceedings and the question could not be re-opened for another six months. After considering all the arguments advanced by the management, the Patna High Court held that the above agreement was not binding on all workmen and it was open to the Government to refer the dispute for adjudication. The High Court dismissed the petition of the management. The judgment of the High Court is reported at 1952, Vol. I, LL.J. page 493. It would not be open therefore to the management to re-agitate this question.

8. Apart from this, on merits of this contention also, the management must fail. With great respect, I agree with and adopt the reasoning of the Patna High Court in the above judgment.

9. It may be noted at the outset that though there was no second union of the workmen, Mr. S. K. Bose had come on the scene at least on 4th January 1951 when he sent a telegram on behalf of the workmen to the Hon'ble the Labour Minister. He had also addressed several letters to the Regional Labour Commissioner in this connection. An application signed at least by 15 workmen was sent to the Regional Labour Commissioner on 7th January 1951 authorising Shri S. K. Bose to represent them. Later on, a petition signed by about 1,000 workmen was also shown by Shri S. K. Bose to the Regional Labour Commissioner mentioning that he was their representative. From the judgment of the Patna High Court, it appears that even according to the management, only 200 workmen were members of the Union of which Mr. P. C. Bose was the President. The company had on its roll about 1,600 workmen and it would thus appear that Mr. S. K. Bose represented a vast majority of them. Actually the notice of conciliation proceedings issued by the Regional Labour Commissioner on 3rd February 1951 was sent to Mr. S. K. Bose also. In other words, his representation was recognised by the Regional Labour Commissioner. Mr. P. C. Bose alone could not therefore be said to be representing all the workmen and he had no authority to enter into an agreement so as to bind all the workmen. The conciliation proceedings were fixed on 14th February 1951 on which date Regional Labour Commissioner was not present in Dhanbad. He however took up proceedings on the very next day (i.e. on 15th February 1951) without giving any notice thereof to Mr. S. K. Bose. Mr. S. K. Bose protested against this by his letter dated 17th February 1951. The proceedings held on 15th February 1951 were therefore without notice to Mr. S. K. Bose who represented a vast majority of the workmen and at those proceedings the management entered into an agreement with Mr. P. C. Bose, who as I said above, represented hardly 12½ per cent. of the workmen.

10. On the whole, I am satisfied that the agreement entered into by Mr. P. C. Bose could not be held to be binding on all the workmen and does not bar the workmen in raising the contentions which they have done in the present case.

11. The next question for my consideration is as to whether the closure of the Standard Colliery was *bona fide* and justified. As I said above, the management decided to close the colliery on the ground that most of the coal was exhausted and on the ground that it was uneconomic to work the colliery. Mr. Sen Gupta on behalf of the workmen contended that these allegations of the management were not correct. He urged that there was sufficient coal in the colliery to justify its working and also that it was not uneconomic to work it. He further urged that the colliery was closed in order to victimise the workmen. In this connection, his allegation was that the management were patronising the union of Mr. P. C. Bose and asked the workmen to join it and not to join the union of Mr. S. K. Bose and threatened them that they would close the colliery, if they did not join the union of Mr. P. C. Bose. It was further said that as the workmen did not act according to the suggestions of the management, the management closed the colliery to victimise the workmen. I do not agree with any of these contentions.

12. The allegation that the colliery was closed to victimise the workmen has been made for the first time at the hearing of the reference. No such allegation has ever been made at any time before this. It was never made in any of the applications made by or on behalf of the workmen to the different authorities at different times nor was it made even in the written statement of the workmen filed before this Tribunal. If the allegation that the management had threatened the workmen to close the colliery unless they joined Mr. P. C. Bose's union was true, I am sure that an allegation about it would have been made at one time or another or at least it would have been made in the written statement filed by the workmen before this Tribunal. In my opinion, this allegation is an after-thought, made probably with a view to showing that the decision of the management was not *bona fide*. Hence, it must be carefully examined, before accepting it.

13. In this connection, the only evidence produced on behalf of the workmen is the evidence of one Rahim, who says that at the time when the colliery was closed, he was working as an overman. He has stated that Mr. Das, the manager, told the workmen that they should join the union of Mr. P. C. Bose, otherwise the colliery would be closed. Mr. Das, who was then the manager of the Standard Colliery, has been examined on behalf of the management and he has denied that he told any workman that he should join P. C. Bose's union; he has also denied that he threatened them that if they did not do so, the colliery would be closed. The evidence of Rahim is inherently improbable and cannot be believed.

14. In his zeal, Rahim has made many absurd statements. For instance, he had said that the manager Mr. Das never went underground even once during the

three years he was manager thereof. This allegation is also denied by Mr. Das. He has further said that the Assistant Manager Mr. Bakshi also never went underground during the time that Mr. Das was the manager. The witness further says that no officer of the Mines Department ever went underground to make inspection of the colliery before it was closed nor did any officer of the company go underground for a similar purpose. It is impossible to believe that a manager or an Assistant Manager would not go underground even once during a period of three years. As I shall presently show, the Chief Inspector of Mines was requested by the Regional Labour Commissioner to investigate into the reasons put forward by the management for the closure of the colliery. In his report, the Chief Inspector of Mines has stated that both he and his Senior Inspector had gone underground to inspect the conditions of the mine. This shows that the allegation made by Rahim that no officer of the Mines Department went underground is not true. Mr. Das, the manager, has stated that the Chief Mining Engineer, the Deputy Chief Mining Engineer and the Agent of the Company went underground several times with him before deciding to close down the colliery. I am satisfied that Rahim is not speaking the truth when he says that neither the manager nor the Assistant Manager nor any officer of the colliery nor any officer of the Mines Department ever went underground.

15. It may be noted at this stage that Rahim is the only witness examined on behalf of the workmen to show that the colliery contains sufficient coal to enable it to work. He first stated that he was working as an overman at the time when the colliery was closed. In cross-examination, he had to admit that he was working as a deputy overman. He had also to admit that one Kartic was working as in charge; but he denied that Kartic was superior to him or that Kartic gave him any directions regarding work. Later on, he had to admit, however, that Kartic used to instruct him and others about the work which they had to do. This shows that Rahim has no regard for truth. I do not believe him when he says that Mr. Das asked the workmen to join P. C. Bose's union and threatened them that unless they did so, the colliery would be closed. In this connection, I may also point out that Rahim has said that he was a member of the Union of Mr. S. K. Bose. As pointed out above by me, this union of Mr. S. K. Bose came into existence on or after 18th February 1951 and Rahim could not have been a member thereof before December 1950 when the notice for closure of the colliery was put up.

16. I do not think that the management would cut the nose to spite the face. They were interested in making profits out of the colliery and if the colliery was working at a profit, there was no reason why they should close down the colliery merely because the workmen refused to join a particular union. As I said above, at that time, there was no rival union and there was no question of the workmen having to choose which union they should join. Even if there was a rival union, I do not think it natural or probable that the management who were really interested in making money would close down the colliery because of rivalry among two unions. I am not unaware of the fact that sometime when there are two rival unions, the management support one of them but I do not think that they would go to the length of closing down the colliery at a considerable disadvantage to themselves, merely because the workmen refused to join a particular union.

17. This brings me to the second point as to whether the closure of the colliery was justified. It is ordinarily a question for the management to decide; and unless it is shown that there was want of *bona fides*, the decision of the management should ordinarily be accepted. In this connection, we have the evidence of the manager of the colliery who has said that the decision to close the colliery was taken after holding several meetings and discussions between the Chief Mining Engineer, Deputy Chief Mining Engineer, the Agent of the company and himself. All of them had gone underground several times before coming to this decision. They considered every item and found it was not possible to continue the working of the colliery. We have then the report of the Chief Inspector of Mines in India which supports the contention of the management. When the management decided to close the colliery, they wrote a letter to Mr. P. C. Bose, President of the Indian Miners' Association. They sent a copy thereof among others to the Regional Labour Commissioner, Dhanbad. Conciliation proceedings were thereupon started by the Regional Labour Commissioner on 10th January 1951 and at that time the Regional Labour Commissioner felt that before he took up the Conciliation proceedings, it was necessary to find out from the Chief Inspector of Mines as to whether what was stated by the management was true. He thereupon wrote to the Chief Inspector of Mines, who sent his report to the Regional Labour Commissioner on 1st February 1951. This report is produced by the management as Annexure 'A' to their written statement. This report shows that the Chief

Inspector of Mines assisted by the Senior Inspector of Mines had carried out a very searching inspection into the reasons put forward by the management for the closure of the colliery and he was of the opinion that there was no likelihood of the mine being worked as a commercial proposition under the present circumstances. The Chief Inspector of Mines has given detailed reasons for coming to this conclusion.

18. As against this, the only evidence on behalf of the workmen on this point consists of the evidence of Rahim. He said that there was sufficient coal in the colliery to work it for several years. He was only a Deputy Overman and his opinion is based from what he saw of the mine while working there. It could not be said to be sufficiently convincing to hold that there was sufficient coal left in the colliery. The opinion of the manager, supported as it is by the opinion of a very responsible officer like the Chief Inspector of Mines, must deserve great weight. They had expert knowledge on the subject. They had occasion to know the exact position about the contents of coal in the colliery in the different seams and the like.

19. According to the evidence of Rahim, he was working in seam No. 14 and there was sufficient coal in that seam to work it for about another ten years. Mr. Rahim admitted that in this seam, gallery cutting had been completed and pillar cutting had been going on for at least 10 years. He has further admitted that some portion of this seam was below the District Local Board road and the Jharia Club. Mr. Rahim has then said that there was sufficient coal in seams 14A and 15 to allow their working for several years. He has then said that seam No. 11 and 12 was in a good condition and that it had been worked only to a small extent and that only some gallaries were then cut. He further said that in seam No. 10, only boring was made and no gallery was cut. In cross-examination, he admitted that there were dykes and patches of Jhama in seam Nos. 11 and 12. He had also to admit that there was water in these seams and it had to be pumped out by several pumps every day. He also admitted that fires had broken out in seams Nos. 14 and 15 some years ago and those portions were then sealed off and also that some portion in seam No. 15 was under the district Local Board road. Lastly he admitted that the new Saratand Colliery was next to seam No. 15 and that colliery was a gasy mine. The gas was coming out of it like smoke and sand stowing had to be made to a great extent between that colliery and seam No. 15 and sand had also to be spread to fill up that colliery on the surface side.

20. The report of the Chief Inspector of Mines shows that seam No. 15 had been extensively depillared and that the coal was prone to spontaneous combustion, with the result that there were active fires in the goaves wherever the same had been depillard without sand stowing. There were several fires in this area and they were got under control by blanketing of the surface and by means of stoppings against which sand was stowed underground. There were three small areas in which the pillars still remained; but condition of their working was not satisfactory and a premature collapse of pillars in a small place had taken place some years ago. The District Local Board road and some dwellings etc. were under a part of the seam. On the East side was New Saratand fire area. Some pillars had to be left for support of lower seams and for the support of the railway sidings. In the circumstances, he was of the opinion that seam No. 15 could not be worked. Regarding seam No. 14A, he found that a large part of the seam had completely burnt by intrusive dykes and sills. In seam No. 14 most of the pillars had been extracted with the help of sand stowing. Here also the pillars were under Jharia Club and the District Board road and extraction of these pillars even with solid sand stowing was likely to disturb the fire area in seam No. 15 which was above it and was also likely to cause collapse of the pillars and destructions of Jharia Club and the District Board roads. The report further mentions that heavy pumping was necessary to keep this area free from water. Regarding 11 and 12 combined seams, the report stated that 12th seam had been fully developed in all parts where it was not burnt. The No. 11 seam had been almost fully developed in one area and half of another area. The seam was very much disturbed by dykes and sills and patches of Jhama. A large area in another part of the property could be developed but the cost of pumping would be very great. During the preceding monsoon, there were four 30,000 gallon per hour dip pumps and four 30,000 gallons per hour main pumps working and still the influx of water was so heavy that the dip workings were lost and the dip pumps had to be drawn back as they were incapable of dealing with the situation. After the end of the monsoon pumps had got into full operation and still dip working had not been fully dewatered. The Chief Inspector of Mines has then given the reasons for the heavy pumping. He has then appended a statement showing in detail the cost per ton of coal in the month of December 1950, with the cost of other months of that year. From that statement, it can be seen that the cost was Rs. 24-10-5 per

ton in the month of August and Rs. 18-13-2 per ton in the month of December. Deducting the subsidy which the Coalmines Stowing Board would pay, the cost came to Rs. 17-13-0 per ton in the month of December as against the selling price of Rs. 15 per ton. The cost price in other months was still greater. In other words, the working of this seam would put the management to considerable loss. After considering all the circumstances, the Chief Inspector of Mines came to the conclusion that it would be a heavy loss to the company if it continued to work the mine and the mines would not be working economically in the present circumstances. As I said above, the opinion of the Chief Inspector of Mines deserves great weight. Several of the facts mentioned by him in his report had to be admitted by Rahim. I am satisfied therefore that the closure of the colliery was justified.

21. I may repeat that unless the working of the colliery was uneconomic, there was no reason why the management should decide to close it down. Probably because it was of this that an attempt was made on behalf of the union to show that the colliery was closed to victimise the workmen. As I said above, I do not believe this allegation. In the absence of any malafides on the part of the management, the ordinary presumption would be that they must be justified in their allegation about the closing of the colliery that it was uneconomic to work it.

22. In this connection, I would also refer to the audited balance sheets of the Standard Coal Co. Ltd., produced before me from the year 1946 to 1951 and the evidence of Mr. W. D. Forrest, the Chief Auditor of Messrs. Birds and Heilgers Mining Group. He has stated that the working of the colliery showed a profit of about Rs. 70,000 for the half year ended 30th June 1946, and thereafter it was showing a loss throughout, except during the half year ending 30th June 1949 when there was a slight profit of Rs. 30,000. The profit and loss accounts of the company did show that the company was making a profit every half year. Mr. Forrest has explained this by stating that the company was earning commission shown under the head "sundry receipts," and that this income was in no way connected with the colliery. He has also prepared a statement of the commissions received and included under this heading which were not connected with the colliery. If these figures were ignored, it would be clear that the colliery was working at a loss. A concern may be doing several kinds of business and it may be that certain kinds thereof may work at a profit, while others may work at a loss. The net result for the entire concern may be showing a profit but it would not mean that the concern would not be justified in closing those parts of its business which were working at a loss. To put it in another form, there may be several branches of a business and one branch may make a profit and another may make a loss. Even though the gross result may be a profit, it could not be said that all branches were making a profit. In such cases, the concern would be justified in closing that branch which was working at a loss. The Standard Coal Co. Ltd. was the owner of the Standard Colliery and was working that colliery. It also appears that it was doing other business like selling of coal and was earning income by way of commission by selling coal. This income or profit that the company made by selling of coal was larger than the loss incurred in the colliery and that is why the net result of the working of the company showed a profit and the company was able to continue paying dividends regularly. This would not however mean that the colliery was not working at a loss. The evidence of Mr. Forrest read with the statement produced by him clearly shows that if the income not connected with the colliery had not been earned by the company it would have made a loss and that the colliery was working at a loss after 30th June 1946. Mr. Forrest was tested by searching cross-examination and he has stood the test. I believe him.

23. In the cross-examination of Mr. Forrest and also in the cross-examination of Mr. B. B. Das, suggestions were made that the loss was due to mis-management and it was even suggested that Mr. Das was responsible not only for mis-management but probably for malpractices. It was suggested that one Mr. Ambika Singh was being paid large amounts and this was not proper. The allegations have been denied by Mr. Forrest as also by Mr. Das. So far as Mr. Ambika Singh was concerned, he was employed as a Labour Commission Contractor in this colliery even before Mr. Das has joined this colliery. Mr. Das has said that it is a common practice in many collieries to pay commission to recruiting contractors and also that the amounts paid to Ambika Singh as commission are included in the heading "Recruiting" in the cost reports sent every month. If the cost under this head was very heavy, I am sure the management would have immediately looked into it. The evidence of Mr. Forrest shows that the cost of raising coal in the Standard Colliery was rising because of several factors and one of them was the cost of electricity consumption in pumping out water from the colliery.

He denied that the overhead expenses were very heavy and he also denied that the rise in the cost was due to malpractices in the colliery. Excepting the suggestions made to Mr. Forrest and Mr. Das in their cross-examination the workmen have not produced any concrete evidence to support the allegation of malpractices or mis-management.

24. Assuming, however, that there were mis-management or some malpractices on the part of some officers of the company, it would not mean that the company was not justified in closing the colliery. A distinction has to be made between the manager and the owner. The owner of the colliery is the Standard Coal Co. Ltd., that is, its shareholders whose interests are looked into by the Managing Agents. The manager is a paid employee of the company. Assuming that he was guilty of malpractices or mis-management which led to the colliery working at a loss, it would not necessarily mean that the company was not justified in closing the colliery. The company found that it was making a loss for several years. Even if it knew that there were mis-management or malpractices, it would be justified in closing the colliery, if it felt that malpractices or mismanagement could not be stopped or if it felt that the stopping of mis-management and malpractices would not necessarily result in the company making a profit. If it took the latter course, it could not be said that it was wrong in doing so. After all, a company may feel that it will be risky to continue running the colliery and that even if mis-management and malpractices were stopped, the working may not result in a profit. It is a matter of internal management and unless it is shown that there were malafides, the decision could not be said to be improper. I may repeat that the want of bona fides was never challenged till before the hearing and the allegations made about it at the hearing are not correct. I am satisfied that the working of the colliery was uneconomic and the management was justified in closing it. I do not think that the allegation of mis-management and malpractices are correct. Even if they are correct, I think the decision of the company to close the colliery is not arbitrary or capricious and that in the circumstances, it is justified in closing the colliery.

24A. This brings me to the most important question in this case and it is as to what gratuity, compensation or other relief the workmen are entitled to on account of the closure of the colliery, that is on account of their retrenchment. The workmen have demanded firstly that the management should be ordered to continue the working of the colliery and reinstate all the workmen with payment of back wages. In view of the fact that I hold that the closure is justified, the workmen are not entitled to this relief. The workmen have in the alternative claimed three months' notice pay plus compensation at the scale of one month's pay for every year of service plus full wages till the date of the award. This last demand is made on the ground that the discharge is illegal. As I hold that the discharge of the workmen was proper and justified, they are not entitled to any wages after the date of the closure. Under the Standing Orders of the colliery, the workmen are entitled to one month's notice pay and they cannot claim three month's notice pay.

25. This brings to the item of compensation claimed by the workmen at the scale of one month's pay for every year of service put in by them. The workmen have also said that this should be paid as gratuity or otherwise. I have therefore now to consider whether the workmen are entitled to any compensation or gratuity or other relief and if so what. Before doing so, I shall first refer to a few decided cases of the Labour Appellate Tribunal on the point.

26. We have firstly the case of Smith Stanistreet & Co. Ltd. and their workmen reported in 1953, Vol. I, L.L.J., page 67 (this case is also reported in 1953 Labour Appeal Cases page 32). It was a case relating to the discharge of 199 employees. The Tribunal held that the discharge of seven of them was bona fide and proper, while the discharge of the other 192 was illegal. With regard to the first seven workmen, the Tribunal observed towards the end of para. 11, "The termination of their services was justified. Consequently no question for compensation arises. They are only entitled to a month's wages in lieu of notice according to the Standing Orders and no more." Regarding the other workmen, the Tribunal held that the termination of their services was illegal and they would therefore be entitled to get compensation and the compensation that was awarded was two months' total emoluments. The Tribunal also observed that it would have been better if the length of service had been taken into consideration in awarding compensation instead of a flat rate for all; but as there were not sufficient materials on record, the grant of two months' total emoluments to all was upheld.

27. We have then the case of Cawnpore Tannery, Itd. and their workmen reported at 1953, Vol. I, L.L.J., page 483. In that case, the Tribunal held that

the retrenchment was bona fide. It further held that when a workman loses his employment for no fault of his, the normal rule is to give him some compensation by way of retrenchment relief, and for determining the amount of compensation, the length of service of the workmen concerned as also the financial position of the concern had to be taken into account. I would then refer to the case of the Grand Hotel reported at 1953, Vol. II, L.L.J., page 25. In this case also, the Tribunal held that the retrenchment was bona fide and was justified and hence there can be no question of paying compensation to the workmen for the period commencing from the date of their discharge. The Tribunal further observed, "But it is well settled that the workmen retrenched are entitled to compensation by way of retrenchment relief and that compensation as is usually done is to be measured by the period of service and by the rate of the emoluments they were getting immediately before their discharge. The capacity to pay may be an element to be taken into consideration." In that case, the compensation at the rate of 15 days emoluments for each completed year of service were awarded.

28. I may also refer to the case of Presidency Jute Mills Co. Ltd. reported at 1952, Vol. I, L.L.J., page 796. In that case also, retrenchment was held to be bona fide. It was further held that "when a workman is retrenched, he is entitled to what is termed as retrenchment relief, that is to say, compensation for the loss of employment for no fault of his. In assessing the amount, various factors have to be taken into consideration, namely, length of service, causes for retrenchment, and the ability of the employer to pay." The Tribunal then awarded compensation to the workmen varying from 15 days wages to three months total emoluments, according to the length of their services. This case was referred to by the Appellate Tribunal in the case of Shankar Sugar Mills Ltd. reported at 1952, Vol. II, L.L.J., page 632. In this case, the employer had secured jobs for its staff which was to be retrenched, though probably the remuneration that they were to get was somewhat less. In view of this, the Tribunal held that the ends of justice would have required a lesser rate than three months' awarded in the Presidency Jute Mills case.

29. The above cases are cases of different industries. There is not a single case relating to the coal industry where such a question has been considered or decided. The position of the coal industry is somewhat different from the other industries. In the case of coal industry, labour is usually of a migratory nature. The coal labourers do not stick permanently to their jobs. They are not also stationary in the collieries where they work. Further in the case of the coal industry, the terms of their service namely, the wages, bonus, etc. have been fixed by the award of Conciliation Board in 1947. In para. 17(3) of the award, the Conciliation Board has awarded four months' bonus to the workmen. This bonus, it may be noted, is irrespective of whether the colliery makes a profit or not. It is irrespective of what profits the colliery makes. It cannot therefore be said to be exactly a profit sharing bonus; because a profit sharing bonus as its name indicates would depend on the employer making a profit. But of the profits, certain deductions have to be made and out of the residue, certain amount is distributed among the workmen. In other words, the profit sharing bonus would vary from year to year. In some years, there may be no profit sharing bonus also. In the coal industry, however, under the above award, every workman gets a bonus of four months' per year irrespective of the fact whether the colliery makes a profit or not. In sub para. (13) of the Conciliation Board Award, the Board has said that in view of the fact that they had recommended a substantial bonus which makes an annual lump sum benefit and that a provident fund was to be established which would provide for old age, they did not recommend either gratuity or an old age pension. Subsequent to this award, a provident fund scheme had been introduced in the coal industry and the workmen are getting benefits of that scheme.

30. A gratuity on retirement is meant for making provision in old age. It cannot be granted on the ground of retrenchment. It would be unfair to hold that a workman who is retrenched should get a gratuity while a workman who retires in the due course should not get the gratuity. There may be cases where a workman who would have retired after a few months may have to be retrenched for trade reasons. If he had not to be retrenched, he would not have got the gratuity. It would not therefore be proper to hold that because he is retrenched, he must be given a gratuity.

31. Further, as I said above, the Conciliation Board Award has rejected the claim of the workmen for gratuity. The question of gratuity is a question affecting the whole industry and ought to be decided industry-wise and not in a case of a particular company. Further in the present case, the reference made by the Government deals with payment of gratuity on the ground of the closure of the

colliery, that is the question of gratuity has to be considered on the ground of retrenchment and not on the general ground of the length of service. Ordinarily, the rules of (retiring) gratuity lay down that it would be payable after the employees completes a particular period of service. That would not be the case in the case of retrenchment. In my opinion, therefore, the workmen are not entitled in the present case to gratuity as such, that is gratuity which is payable on retirement after putting a particular number of years of service.

32. As held by me above, the retrenchment in this case is *bona fide* and justified and as such the workmen are also not entitled to any compensation, but they would be entitled to what is known as retrenchment relief. The above case cited by me clearly shows this. The contention of the management that the workmen can claim notice pay and nothing more cannot be upheld because whenever a workman loses his service for no fault of his, he is entitled to a relief known as retrenchment relief.

33. The question then is as to what should be the amount of this relief. I have quoted several cases above and they show that the relief awarded in the different cases is not uniform. As I said above, there appears to be no case in the coal industry where this question has been considered or decided. Retrenchment relief is meant to help the workman to tide over the period of enforced idleness between the time he is retrenched and he gets a job elsewhere. In some cases, the retrenchment relief has been awarded at the rate of 15 days wages for every year of service of the workmen. On the other hand, in the Presidency Jute Mills case, which was followed in the Shankar Sugar Mills case, the retrenchment relief that was awarded was much less. In view of the fact that in the coal industry, the workmen are entitled to four months bonus every year irrespective of the fact whether the colliery makes a profit or not, and in view of the fact that the retrenchment relief is meant for tiding over the period of unemployment between the dates of discharge and the finding of another employment, I would award retrenchment relief to the workmen at the rate laid down in the Presidency Jute Mills case that is at the following rates:—

(a) Workman with service of less than three months.—Nil.

(b) Workman with service of three months and more but less than six months.—15 days total emoluments.

(c) Workman with service of six months but not more than one year.—One month's total emoluments.

(d) Workman with service of a year and more and not more than two years.—Two months total emoluments.

(e) Workman with service of two years and more but not more than three years.—2½ months total emoluments.

(f) Workman with service of three years and more.—Three months total emoluments.

34. The expression total emoluments would mean wages, Dearness Allowance, the value of cash concessions and free rice payable to a workman under the Conciliation Board Award. In the case of piece-rated workers, this should be calculated on their average earnings in the months of September to December 1950.

35. It was then urged on behalf of the management that in the present case, no retrenchment relief should be given because the management had offered jobs to the workmen but they declined to accept them. In this connection, the management have examined Mr. Anil Kumar Mukherjea, Junior Personnel Officer in the Standard Colliery at the time of its closure. He has said that when the management decided to close this colliery, a notice was issued offering employment to the workmen in the sister concerns. Whenever there were vacancies in these concerns, the Chief Personnel Officer used to write to the manager of the Standard Colliery about them and jobs were accordingly offered to the workmen of the colliery. Some of them accepted jobs, while others did not do so. It appears that some offers were made individually, while some are said to have been made by affixing the notice on the notice board. After the colliery was closed, one could not expect the workmen to go daily to the notice board and read the notices, about offering of particular jobs. The company has not produced any satisfactory proof about the service of those notices. It is true that from the evidence of Mr. Nathu Khan who has been examined on behalf of the workmen, it does appear that jobs were offered to some of the workmen, but they refused to go elsewhere. He has said that the workmen refused these jobs, because they were afraid that if they went to other places, they may lose the benefit that they may get from the standard

colliery for their past services. He admits however that he never told the management or even to Shiv Kali Bose that the reason of the workmen for not accepting alternate jobs was this. I do not believe that this was the real reason for not accepting the job elsewhere. In my opinion, the real reasons seems to be that the workmen were under the belief and hope that the standard Colliery would be re-opened and they would get not only employment but their back wages also. The evidence of Mr. Rahim shows that the workmen want that the colliery should be run and they should be employed. He further says that he was not prepared to work elsewhere even if he was offered work because he was old and this was his view even at the time when the colliery was closed. He has admitted that he has never made any attempt to find any work elsewhere after his discharge. Thus though it does appear that the management did offer alternate jobs to some workmen, it is not clear as to which of the particular workmen were offered the jobs. As I said above, an offer of a job by putting a notice on the notice board would not be enough. There is no satisfactory evidence about the service of any individual notice. In the circumstances, though the management appear to have offered some jobs to some workmen, all the workmen would be entitled to retrenchment relief as above.

36. It was then argued that in March 1951, a bunch of 288 workmen had written a letter that they had confidence in P. C. Bose and hence the agreement entered into by P. C. Bose would in any case be binding on these workmen. As that agreement did not provide payment for any retrenchment relief, it was urged that no relief should be given to these workmen. I do not agree with this contention. In the case of these workmen, they are illiterate and have no idea about their rights and privileges. They are swayed into signing letters or putting thumb marks thereon without knowing their contents. Unless it was shown that the above workmen had signed the letters showing confidence in Mr. P. C. Bose with the full knowledge that they would not be given any retrenchment relief, I think that it would not be proper to deprive them of that relief. If any authority was required for this proposition, I would rely on the case of Tara Dutt *Vs.* Employers' Association of Northern India reported at 1952, L.A.C. 291. In my opinion, therefore, these workmen are also entitled to the relief awarded as above.

37. It was then argued that those workmen to whom alternate jobs were offered and who accepted those jobs would not be entitled to any retrenchment relief. We have no evidence to show as to the terms on which alternate jobs were accepted by some of the workmen. In the case of Shankar Sugar Mills referred to above, the management had secured jobs for its staff that was to be retrenched and even then retrenchment relief was granted to them. No doubt it is true that in that case the Labour Appellate Tribunal has observed that the ends of justice would have required a lesser rate than three months because of this arrangement made by the employers. The management have produced a statement showing that alternate jobs were accepted by 131 persons as shown in the list marked 3, in the list produced on 30th March, 1953. In view, however, of the fact that we have nothing on record to show the terms of alternate jobs accepted by these workmen, and in view of the fact that we do not know how long they had remained idle after the closure of this colliery before they got the new jobs. I think that in their cases also, they should be given the same retrenchment relief as is given to other workmen. In this connection, I may mention that a suggestion was made on behalf of the workmen that most of these jobs were temporary. As the number of these workmen is very small, I hope that the management would not mind paying them this relief.

38. To sum up, I hold that the agreement between the management and Mr. P. C. Bose is not binding on all the workmen and that all the workmen are entitled to make a claim for compensation, gratuity, or retrenchment relief. I further hold that the closure of the Standard Colliery was *bona fide* and justified and hence the workmen are not entitled to any compensation. I also hold that they are not entitled to gratuity but they are entitled to retrenchment relief at the following rates:—

(a) Workman with service of less than three months.—Nil.

(b) Workman with service of three months and more but less than six months.—15 days total emoluments.

(c) Workman with service of six months but not more than one year.—One month's total emoluments.

(d) Workman with service of a year and more and not more than two years.—Two months total emoluments.

(e) Workman with service of two years and more but not more than three years.—2½ months total emoluments.

(f) Workman with service of two years and more but not more than three years.—3 *months total emoluments.*

The expression 'total emoluments' would mean wages, dearness allowance, the value of cash concessions and free rice payable to a workman under the Conciliation Board Award. In the case of piece-rated workers, this should be calculated on their average earnings in the months of September to December 1950.

The management should pay retrenchment relief at this rate to the workmen who are retrenched by them as a result of closing of the colliery in February 1951, within two months of the date when this award becomes enforceable.

In case the management re-start the working of the colliery the workmen who have been retrenched should be given preference in employment according to their seniority. I pass my award accordingly.

The 31st July, 1953.

(Sd.) L. P. DAVE, *Chairman,*

Central Government's Industrial Tribunal, Dhanbad.

[No. LR.4(200).]

S.R.O. 1606.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri Jugal Kishore Prasad and Shri Tulsi Ram, employees of the Kargali Colliery, Bermo.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION NO. 60 OF 1953

(Arising out of Reference No. 6 of 1952)

In the matter of an application u/s 33A of the Industrial Disputes Act 1947.

PRESENT:

Shri L. P. Dave, B.A., LL.B.—*Chairman.*

PARTIES:

1. Shri Jugal Kishore Prasad, Register Munshi, Kargali Colliery, P.O. Bermo (Hazaribagh);
2. Tulsi Ram, Chaprassi, Kargali Colliery, P.O. Bermo (Hazaribagh)—*Applicants.*

Versus

1. Dy. Agent of Sri N. P. Singh, Contractor, State Railway Collieries, Kargali, P.O. Bermo (Hazaribagh);
2. Manager, State Railway, Kargali Colliery, P.O. Bermo (Hazaribagh)—*Opposite Parties.*

APPEARANCES:

Shri M. V. Desai, General Secretary, Koyala Mazdoor Panchayat, Jharia—*For Applicants.*

Shri A. K. Narain Lal, Office Superintendent, Kargali Colliery, P.O. Bermo, District Hazaribagh—*For Opposite Party No.* 1.

Shri S. Banerjee, Welfare Officer, Kargali Colliery, P.O. Bermo (Hazaribagh)—*For Opposite Party No.* 2.

AWARD

This is an application under Section 33A of the I.D. Act 1947.

2. The applicants alleged that they had been serving as a Register Munshi and a chaprasi respectively in the office of the opposite party No. 1 who is a contractor of the Kargali colliery which belongs to the State Railways; that the above said opposite party No. 1 in connivance with opposite party No. 2 stopped the applicants from work from 20th January 1953 and 11th February 1953 respectively on oral orders without giving any order in writing; that the applicants made written representations to them but they refused to accept such representations; that the action of the opposite parties was in contravention of Secion 33 of I.D. Act as Reference No. 6 of 1952 is pending before this Tribunal. The applicants therefore urged that proper orders should be passed in the case.

3. The opposite party No. 1 filed a written statement contending that the application against him was not maintainable. He is not a party to Reference No. 6 of 1952 or to any other reference. As according to the terms of agreement between

him and the State Railway Collieries administration, he had to maintain all books in English and as applicant No. 1 was not conversant with English, opposite party No. 1 instead of dismissing him, transferred him to another colliery under the same terms and conditions of service. The applicant No. 1 at first agreed to the transfer subsequently refused to carry it out and not report for duty at the colliery where he was transferred. Applicant No. 2 was appointed as a chowkidar and as his services were required at another colliery, he was transferred there on similar conditions of service but he also refused to carry out the order of transfer and did not report himself for duty. It is not true that opposite patry No. 1 connived with opposite No. 2 and discharged the applicants as alleged.

4. Opposite party No. 2 filed a written statement and contended that the applicants were appointed by opposite party No. 1 and their wages and emoluments were paid by opposite No. 1, and opposite party No. 2 has no concern with the alleged stoppage of their work or with internal administration between the opposite party No. 1 and his employees. The opposite party No. 2 denied that it connived with opposite party No. 1 in stopping the work of the applicants.

5. It is an admitted fact that Reference 6 of 52 which is pending before this Tribunal is with regard to a dispute between 1,078 collieries mentioned therein and their employees and that the State Railway collieries are included in the list of these 1,078 collieries. In other words, a reference between the State Railway Collieries and their workmen is admittedly pending before this Tribunal. The applicants have filed the present application under Section 33A of I.D. Act, alleging that they were discharged from service during the pendency of the above reference without the permission of the Tribunal and thereby the provisions of Section 33 of the I.D. Act were contravened by the opposite parties.

6. The first contention raised by the opposite parties is that opposite party No. 1 is not a party to the above reference and if he discharged any of his employees, he could not be said to have contravened the provisions of Section 33 of the I.D. Act and an application under Section 33A would not be maintainable against him. It is further contended that the applicants were the employees of opposite party No. 1 and not of opposite No. 2 and whatever action was taken against the applicants was taken by the opposite party No. 1 and not by opposite party No. 2. Hence even though opposite party No. 2 is a party to Reference No. 6 of 1952, it has not contravened any of the provisions of Section 33 and the application under Section 33A would therefore not be maintainable against it. In my opinion, these contentions must be accepted.

7. So far the opposite party No. 1 is concerned, he is admittedly the contractor of opposite party No. 2 for certain purposes. Admittedly he is not a party to Reference No. 6 of 1952 or to any other reference pending before this Tribunal. If he takes any action against his employees, it could not be said to be in contravention of Section 33 of I.D. Act; because that section prohibits an employer to alter the conditions of service applicable to the workmen concerned in any dispute regarding which proceedings before a Tribunal are pending. Opposite party No. 1 is not a party to any reference pending before two Tribunals; *i.e.* there is no pending proceeding relating to an industrial dispute between him and his employees; and hence Section 33 would not apply to or affect him. By dismissing a workman, he cannot be said to have contravened the provisions of Section 33, and hence an application under Section 33A would not be maintainable against him.

8. So far as opposite party No. 2 is concerned, the question whether Section 33 has been contravened or not would depend upon the question whether the applicants were the employees of opposite party No. 2 or not. If they were the employees of the contractor (*i.e.* of opposite party No. 1), opposite party No. 2 could not be said to be contravening Section 33 of the I.D. Act. Thus the question for my consideration is whether the opposite party No. 1 or opposite party No. 2 is the employer of the applicants.

9. In the first para. of the application by the applicants, they have alleged that they were serving as munshi and chaprasi respectively in the office of the raising contractor (*i.e.* opposite party No. 1). Mr. Desai who appeared for the applicants admitted before me that the applicants were appointed by opposite party No. 1 and he also admitted that the power to appoint munshis and chaprasis in the office of the opposite party No. 1 rested with him. This would *prima facie* show that the applicants were in the employment of opposite party No. 1 and not of opposite party No. 2.

10. Neither party has led any evidence before me. Both parties however relied on the case between the Chotanagpur Coalfield Workers Union and Kargali Colliery reported at 1952 Vol. II L.L.J. page 23. That case related to the very State colliery which is concerned in the present application, namely Kargali colliery. It also

related to some persons who were in the employment of the very contractor Shri N.P. Singh who is opposite party No. 1 in this case. All the parties admitted before me that N. P. Singh has been a contractor of the Railway Collieries for some years and though his contract is being renewed from year to year, the terms thereof remain unchanged. It appears from the case referred to above that the agreement between the State Railway Collieries and the contractor N. P. Singh was produced in that case and after consideration of all its terms, the Appellate Tribunal came to the conclusion that the labour and staff engaged by the contractor for the due performance of his contract were his employees and were not the employees of the administration. One of the arguments that the Railway Administration could punish the employees was also raised in the above case and the Appellate Tribunal held that the power of punishment was a power which the manager exercises under Statutory provisions like the Indian Mines Act. The above case is on all fours with the present case and it would show that the applicants are the employees of the contractor (opposite party No. 1) and not the colliery (opposite party No. 2).

11. Mr. Desai on behalf of the applicants relied on the definition of an employee as given in the standing orders. In this connection, I must say at the outset that the standing orders applicable to the Railway collieries have not been produced before me and Mr. Banerji who appeared on behalf of the opposite party No. 2 stated that no standing orders had yet been certified for them. In the circumstances, the definition of an employee given in the draft standing orders cannot be binding on the State Railway Collieries.

12. Apart from this, the definition of an "employee" given in the Standing Orders is for the purposes of the Standing Orders only, and would not be applicable to the term employee used in Sections 33 and 33A of the Industrial Disputes Act. Even if opposite party No. 2 were deemed to be the employers of the applicants under the definition of the Standing Orders, it could not be said that they were the employers within the meaning of Sections 33 and 33A of the Industrial Disputes Act. In any case, therefore, I hold that opposite party No. 2 was not the employer of the applicants.

13. To sum up, the application against opposite party No. 1 fails, as no reference is pending between opposite party No. 1 and his employees (*i.e.* opposite party No. 1 is not a party in any pending reference); and the application fails against opposite party No. 2, as it (opposite party No. 2) is not the employer of the applicants. In view of this, it is not necessary to go into the merits of the application.

14. In the result, the application fails and is dismissed; and I pass my award accordingly.

(Sd.) L. P. DAVE, *Chairman*,
Central Government's Industrial Tribunal,
Dhanbad.

The 31st July, 1953.

[No. LR.2(365).]

S.R.O. 1607.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the Stevedores registered under the Bombay Dock Workers (Regulation of Employment) Scheme 1951 made under the Dock Workers (Regulation of Employment) Act, 1948 (IX of 1948), and the Bombay Dock Labour Board constituted under the said Scheme *and* the Stevedore Workers registered under the said scheme in the Reserve Pool Register.

BEFORE MR. S. H. NAIK, INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE (IT-CG) No. 7 OF 1952

ADJUDICATION

BETWEEN

(1) The Stevedores registered under the Bombay Dock Workers (Regulation of Employment) Scheme 1951 made under the Dock Workers (Regulation of Employment) Act, 1948 (IX of 1948), and

(2) The Bombay Dock Labour Board constituted under the said scheme

AND

The Stevedore Workers registered under the said scheme in the Reserve Pool Register.

In the matter of timings for taking booking by the workers registered in the Reserve Pool of the Bombay Dock Labour Board, payment for early attendance for booking, etc.

APPEARANCES:

Mr. H. J. Marr for the Stevedores.

Mr. B. Narayanaswamy for the Board.

Mr. N. V. Phadke for the Stevedore workers.

AWARD

This is a reference made by the Central Government under section 10(1)(c) of the Industrial Disputes Act, 1947. The reference concerns a dispute between the Stevedores registered under the Bombay Dock Workers (Regulation of Employment) Scheme 1951 made under the Dock Workers (Regulation of Employment) Act, 1948, and the Bombay Dock Labour Board constituted under the said scheme, who have been described as employers in the order of reference, on the one hand, and the stevedore workers, on the other, registered under the same scheme in the Reserve Pool Register, who have been described as employees. The dispute relates to three demands made by the Bombay Dock Workers' Union on behalf of the employees aforesaid. The demands are:

"(i) Timings for taking booking by the workers registered in the Reserve Pool of the Bombay Dock Labour Board.

(ii) Payment for early attendance for booking.

(iii) Refund of the amount of attendance money deducted by the orders of the Special Officer of the Dock Labour Board."

2. Before I deal with these demands I shall dispose of a preliminary objection raised by the Bombay Dock Labour Board (hereinafter called the Board) regarding the maintainability of the present reference so far as it concerns the Board. The Board contends that the reference by Government so far as it concerns it is bad and untenable in law as it is not an employer of the dock workers under the provisions of the Bombay Dock Workers (Regulation of Employment) Scheme, 1951 (hereinafter called the Scheme). It states further that it is not an "employer" within the meaning of the Industrial Disputes Act either but only an Employment Exchange charged with the duty of assisting the workers in finding jobs for them. The Board is constituted, it is alleged, to further the object of the Scheme which is intended to ensure greater regularity of employment of dock workers and to secure that an adequate number of dock workers is available for the efficient performance of the dock work. The Board therefore prays that it should be dropped from the present reference as an unnecessary and improper party.

3. There can be no doubt that this reference which purports to relate to an industrial dispute between employers and employees will be bad as against the Board if it is not an "employer" within the meaning of the Industrial Disputes Act. Section 2(g) of the Act lays down what an employer means in particular cases without in any way defining that word. Except in cases referred to in clause (g) of section 2 the word "employer" must be understood in its ordinary sense. There need not always be the relationship of a master and servant between an employer and his employee.

4. Now let us examine the provisions of the Scheme and see whether the Board can be called an "employer" for purposes of reference of an industrial dispute for adjudication under section 10 of the Industrial Disputes Act. The word "employer" is not defined in the Scheme. A "dock employer" has been defined in clause 3(f) of the Scheme and in section 2(c) of the Dock Workers (Regulation of Employment) Act, 1948, under which the Scheme is framed. But it is clear from those definitions as well as other provisions of the Scheme that it has reference to the stevedore employer and not to the Board. The question whether the Dock Labour Board is an "employer" within the meaning of the Industrial Disputes Act has therefore to be decided with reference to the other provisions of the Scheme.

5. Section 29(2) of the Scheme is quite clear on the point. It states: "A registered dock worker in the Reserve Pool who is available for work shall be deemed to be in the employment of the Board." Mr. Narayanaswamy laying emphasis on the words "available for work" contended that it is only when a registered dock worker becomes available for work that he becomes an employee of the Board. But a registered dock worker becomes available for work by turns or by rotation, once his name is registered in the Reserve Pool. It will be putting too narrow a construction on the word "employer" if it is held that a dock workers becomes an employee of the Board only while he works on board a ship and not at other times.

6. There are other provisions in the Scheme which also indicate that the Board is the employer of the dock workers. Under clause 33 of the Scheme the Board

has to determine the wages and other service conditions of the dock workers. Under clause 7 the Board has to regulate the recruitment and entry into and the discharge from the Scheme of dock workers. The other functions which the Board is called upon to perform under the same clause also point to the conclusion that the Board is the employer of the dock workers. Disciplinary action against the dock workers including discharge and dismissal is taken by the Special Officer of the Board under clause 36. The Board pays guaranteed minimum wages for 12 days in a month even though no work is found for a worker for the minimum number of twelve days in a month under clause 23. The Board also pays attendance wages at the rate of one rupee per day for the days on which no work is found for him by any Stevedore Company under clause 24. Under clause 41 it is the Board which is to meet the expenses of operating the Scheme out of the fund contributed by the stevedores. It is clear therefore that the scheme has placed the Board in the position of a statutory employer, although the dock workers do the work of the stevedores and, although the wages of the workers come from the pocket of the stevedores. The position in law of an employee having two employers is not inconceivable.

7. Assuming the Board is not an "employer" of the dock workers within the meaning of the Industrial Disputes Act, it is open to me under section 18(b) of that Act to summon to appear before me persons who are affected by or interested in the dispute. The Madras High Court has recently held in P. G. Brookes *vs.* The Industrial Tribunal, Madras and others (1953 Labour Law Journal Vol. II p. 1) that all persons who are necessary or proper parties could be summoned to appear under section 18(b) of the Industrial Disputes Act. In that case it was held that a receiver appointed by debenture trustees was an agent of the Company and was a proper party to the dispute and the Industrial Tribunal had jurisdiction under the aforesaid section to implead him as a party to the dispute. A person against whom a relief is claimed is a necessary party to a dispute and a person against whom no relief is claimed but whose presence is necessary for a complete and final adjudication of the issues involved in a dispute is a proper party to it. The demands made by the Union in this case show that it is the Board as constituted under the Scheme against whom relief is claimed by the Union. It is therefore a necessary party and I am competent to adjudicate upon the present dispute with the Board as a party under section 18(b) of the Industrial Disputes Act.

8. I shall now proceed to deal with the demands made by the Union. Before I do so, it is necessary to give a brief outline of the history of the present dispute because a historical background will give us a proper perspective of the dispute.

9. Prior to November 1947 the stevedore workers used to be employed by each stevedore through the agency of middlemen known as serangs. The Stevedore Association (hereinafter called the Association) alleges that the stevedore workers were required by serangs to report to them for duty sometime before the commencement of the day and night shifts in order that the requisite amount of labour might be engaged for the shift and be ready to commence the actual work on board the vessels in the docks at the commencement of the shifts. The stevedores paid the serangs for the workers engaged and supplied by them at rates agreed to between the individual stevedores and the serangs. The fixation and payment of wages to the labourers employed by the serangs was entirely the responsibility of the serangs.

10. A dispute arose in about November 1947 between the stevedore workers and the stevedores regarding wage rates and other conditions of service. The dispute was set at rest by means of an agreement reached between them on the 22nd November 1947 (Ex. A) pending introduction of a scheme by Government by which the stevedores fixed the wage rates which the serangs were bound to pay to the labourers employed by them. The Association contends that the Union accepted the wage rates so fixed taking into consideration the then existing practice of the workers reporting themselves for booking well in advance of the starting time of the shifts. The workers continued this practice of reporting themselves for booking before the commencement of the shifts after the agreement referred to above.

11. In October 1948 a further dispute between the Union (representing the stevedore workers) and the stevedores with regard to employment of labour through serangs and other demands made by the Union arose. This dispute was referred by the Central Government to a Board of Conciliation before whom a settlement was arrived at on the 13th November 1948. According to this settlement the Association agreed to abolish the system of employing workers through "serangs" with effect from the 1st January 1949, bring all the workers employed by the member stevedores on a "common pool register" and introduce a double shift system provided that a sufficient number of workers was made available by the Union by the date given above for working the two shifts (Ex. B). By this

agreement the Union withdrew its demand that the workers reporting for duty should be paid attendance allowance if no work was available to them.

12. The Association alleges that during the period of negotiation with the Board of Conciliation, the workers began to report to the serangs for employment only at the time of the commencement of the day and the night shifts, that is, at 8 A.M. and 5-30 P.M., respectively. The Union agitated, the question of the hours at which the labour was required to report before the Conciliation Board but the Board had no jurisdiction to decide the question as it did not fall within the purview of the terms of reference. The Union admits that in January 1949 when a Pool of Stevedore labour was created as per agreement dated the 13th November 1948 the workers were reporting for work at 8 A.M. and 5-30 P.M. for the day and night shift respectively instead of at 7-30 A.M. and 5 P.M.

13. The workers continued to report themselves for work at 8 A.M. and 5-30 P.M. respectively after the settlement referred to above. The Association wanted the workers to report for work at 7-30 A.M. and 5 P.M., that is, half an hour earlier than the actual starting time of the day and the night shifts respectively, while the Union wanted that if the workers were required to do so they should be paid wages for half an hour at each shift on over-time basis. There was a dispute on this score between the Association and the Union which was referred to the Conciliation Officer (Central). While the dispute was pending before him an agreement was arrived at between the parties on the 23rd May 1949 (Ex. C). The relevant portion of the agreement is as follows: "The Union voluntarily agrees to take early booking till further notice to that the workers would be on board the ship at 8 A.M. and 5-30 P.M. to start work at these hours".

14. The above condition of the agreement was incorporated in the Standing Orders framed by the Board (Ex. 1 appended to the statement of claim). The Standing Order stated that the workers must report for booking at such time as may be mutually agreed between the Bombay Stevedores' Association and the Bombay Dock Workers' Union. The time fixed for the time being was 7-30 A.M. and 5 P.M. in the day and night shifts respectively. This Standing Order along with others was printed on the wage cards of the workers (Ex. B-1).

15. On the 9th April 1951 the Government of India constituted the Dock Labour Board to bring into force the Bombay Dock Labour (Regulation of Employment) Scheme, 1951. The Board decided in a meeting held on 27th September 1951 to enforce the Scheme from 1st February 1952 with the then existing conditions of service of the workers. The Association submitted what in their view were the existing wages and conditions of service. So far as reporting by the workers for work was concerned, the Association stated that the then existing condition was that for day booking the workers should report at the Dock Office of the Association at 7-30 A.M. and for night shift and third shift booking they should report at 5 P.M.

16. As the Scheme was to be brought into force from the 1st February 1952 with the above condition as to hours of attendance the Union gave a notice to the Association on the 23rd January 1952 terminating with effect from the 31st January 1952 the agreement with regard to booking time as given in the settlement dated the 23rd May 1949. In that notice it was clearly stated that on and from the 31st January 1952 the workers in the Pool would not be obliged to report for early booking at 7-30 A.M. and 5 P.M.

17. On 30th January 1953 the Board wrote to the Union that its notice terminating the agreement as to time for reporting for work had been considered by it and that the Board had prescribed 7-30 A.M. and 5 P.M. as the time for reporting for booking. The Union protested against this saying that the Board had violated its earlier decision to enforce the then existing service conditions of the workers. The Secretary of the Board referred the dispute to the Regional Labour Commissioner by a letter dated the 1st February 1952 and the Union referred it to the Conciliation Officer (Central) by its letter dated the 7th February 1952.

18. There were protracted negotiations before the Conciliator for the settlement of the dispute in the course of which some other issues which are not relevant for the purpose of deciding the present reference came to the fore, but the negotiations ended in failure. The workers started reporting for booking at 8 A.M. and 5-30 P.M. from the 1st March 1952. The Special Officer of the Board and the Stevedore Association therefore took disciplinary action against the workers; the former by making appropriate deductions in the attendance allowance and the latter by making *pro-rata* deduction from the wages of the workers. In the course of the further negotiations that followed the Association agreed on 20th July 1952 to refund the *pro rata*

deduction of wages made by them and the Union agreed to ask the workers to report for work half an hour earlier. The Association and the Union agreed to make a joint request to Government to refer the dispute to an Industrial Tribunal and Government made the present reference.

19. The Board and the Association have contended that one week's notice given by the Union to terminate the agreement dated the 23rd May 1952 is illegal and that, as the agreement itself does not specify any time limit for terminating it, the Union was bound under section 19(2) of the Industrial Disputes Act to give two months' notice to terminate the agreement.

20. Section 19 gives the period of operation of settlements and awards. Section 19(2) states that a settlement continues to be binding upon the parties for a period of two months from the date on which a notice to terminate it is given by either of the parties thereto. The notice (Ex. 3 annexed to the statement of claim), though it wrongly states that the workers intend to terminate the agreement in question on and from the 31st January 1952, does not, when properly construed according to its legal implications, terminate the agreement, but only gives effect to it. The very first clause in the agreement (Ex. C annexed to the Association's written statement) states that the Union voluntarily agreed to take early booking till *further notice*. One of the conditions of the agreement therefore was that the Union could refuse to take early booking by giving a notice to the Association. In giving notice to the Association on the 23rd January 1952 and refusing to take early booking from the 31st January the Union was only giving effect to one of the terms of the agreement. The notice was one which had been contemplated and provided for by the agreement itself. I cannot therefore accept the contention raised by the opponents.

21. Now let us see if the demands made by the Union are such as could be acceded to.

22. The nature of port work is peculiar. It is mainly from the speed with which ships are turned round from a port that the efficiency of its management and its workers is determined. The workers have to remain present on the docks and on board the ships throughout the shift period for quick loading and unloading of ships. Their work has to commence as soon as the shift begins. As the day shift and the night shift in the Bombay port begin from 8 A.M. and 5-30 P.M. respectively, the wages of the workers must be deemed to have been fixed having regard to the commencement and duration of the shifts as well as the nature of their work. If the workers are to begin their work with the commencement of the shifts the nature of their calling requires them to attend the booking office before the shift begins to ascertain their booking and walk the distance from that place to the ship on which work is assigned to them. It takes about 15 minutes for the Board to give the booking and an equal amount of time for the workers to reach the ship. If so, it is necessary for the workers to attend the booking office at least half an hour before the starting time of the shift. If the wages of the workers are fixed after taking into consideration the nature of their work and other factors referred to above, the Union cannot claim wages for early attendance for booking. If at all the Union can have a grievance against the Board it can be on the score of wages being insufficient, having regard to the nature of work and the length of time which it covers. But the Union has already entered into an agreement with the Association regarding wages. I am not concerned with that question in this reference.

23. The object of the Scheme under which the stevedore labour is employed is to ensure greater regularity of employment to them. It is under such a scheme that the workers have to obtain their booking before the shift begins. The Union is not prepared to accept booking shipwise in which case the same set of workers could continue to work on a particular ship until it is completely loaded or unloaded but such a system does not obviate the chance of the same gang of workers being required to do strenuous work on that particular ship continuously. The system of allotting work adopted by the Board to bring about regularity of employment has its own advantages. If the Union therefore wants the benefits of regular and systematic allotment of work for its members, it must undergo a little consequential inconvenience.

24. The Scheme has made provision for the employment of workers in shifts. It has provided for guaranteed minimum wages, attendance wages and "disappointment money". If it were the intention of Government that wages should be paid to the workers for early attendance for booking they would have made an express provision for it when they have made provisions in the Scheme for all the benefits to which the workers could lay a legitimate claim.

25. It is not denied that when stevedore labour was being employed through the agency of serangs the workers used to report themselves for booking some time before the commencement of the shifts in order that the requisite amount of labour might be engaged for each shift and that they may be ready to commence the work on board the vessel at the commencement of the shifts. It is only when negotiations were going on between the Association and the Union with regard to the abolition of the system of engaging labour through serangs that the workers began to report themselves at the starting time of the shifts. When the dispute on the score went on for a short time there was a settlement between the Union and the Association on the 23rd May 1949 to which I have already referred and the workers agreed to report themselves for booking at 7-30 in the morning and 5 in the evening till further notice. Although this was a provisional arrangement, as is clear from the wording of the agreement itself, the Board took it as one of the conditions of service then existing. As it was decided by the Board in September 1951 that the Scheme should start functioning with the then existing conditions of service of the workers the Board called for comments from the Union on those conditions as reported to them by the Association (Ex. A-2). While offering its comments the Union admitted having entered into an agreement with the Association fixing the hours of attendance at 7-30 A.M. and 5 P.M. until further notice. After obtaining the Union's comments on the service conditions the Board incorporated them in its Standing Orders. These Standing Orders were copied on the service cards of the workers. It is clear therefore that the Union accepted the condition with regard to attendance at 7-30 A.M. and 5 P.M. though with the reservation that it could be terminated by it by serving a notice on the Association. It is this saving clause in the agreement which has enabled the Union to raise the present dispute. But it is clear that the practice followed till now in the Bombay port with the exception of a short period was to attend for taking booking sufficiently early before the starting time of the shifts. This practice has the support and sanction of reason and good sense.

26. The practice of stevedore workers attending the booking office some time before the actual starting of the shifts obtains not only in India but also abroad. At the Madras port permanent tindals engage their own gang labour half an hour before the commencement of a shift and no extra payment is made for early attendance. The Secretary of the Madras Stevedores' Association states in his letter (Ex. A-3) that the labour there appreciate that they must report at the stevedores' office at least half an hour before the time to collect tokens and to obtain the necessary instructions in connection with the vessel on which they work and they always arrive on ships in time.

27. Clause 16 of the National Agreement of England dated the 25th May 1920 shows that the essence of the agreement is that the employers should have the benefit of eight full hours of work per day and the minimum daily wage of the workers has been fixed on that basis. It also shows that the workers are called 15 minutes before the starting time of the shifts. No payment is made to the workers for this early attendance of 15 minutes.

28. It is clear therefore that the prayer of the Union that the workers registered in the Reserve Pool of the Bombay Dock Labour Board be required to report at 8 A.M. and 5-30 P.M. for the day and the night shifts respectively, does not deserve to be granted. I therefore reject demand No. 1.

29. In view of the rejection of demand No. 1 it follows that demand No. 2 cannot be acceded to. Demand No. 2 is that the workers be paid twelve annas for reporting half an hour early for booking with retrospective effect from the 1st February 1952. I reject that demand.

30. The Union contends that the Board had no right to take disciplinary action against the workers and that deduction of attendance allowance under the orders of the Special Officer of the Board is illegal. It therefore prays that the amount so deducted may be refunded to the workers concerned.

31. The workers in this case defied the orders passed by the Board and reported themselves for work on board the ship half an hour late. The Special Officer of the Board therefore took disciplinary action against them under clause 36 of the Scheme and ordered deductions in their attendance allowance as punishment therefor under clause 35 of the Scheme. The workers were not justified in taking the law into their own hands after terminating the agreement. The Special Officer was competent to take disciplinary action against them. I cannot therefore accede to the demand for refund of the amount deducted.

32. It was urged on behalf of the Board and the Association that under clause 38 of the Scheme a registered Pool worker who is aggrieved by an order passed by

the Special Officer under clause 34 disentitling him to any payment may appeal to the Appeal Tribunal and, as the workers in this case have not exhausted the remedy open to them under clause 33, I am not competent to adjudicate upon the demand in question.

33. The workers' grievance in this case is against the Board in requiring them to attend for booking half an hour before the commencement of the shifts. The disciplinary action taken by the Special Officer is for infringement of that order. That was a consequential action taken by him.

(Sd.) S. H. NAIK,
Industrial Tribunal.

[No. LR.3(178).]

(Sd.) K. R. WAZKAR, Secretary,
Bombay, the 31st July 1953.

New Delhi, the 17th August 1953

S.R.O. 1608.—The following Order of the Industrial Tribunal, Dhanbad made under rule 23 of the Industrial Disputes (Central) Rules, 1947 correcting certain clerical errors in its award in the industrial dispute between the management of the Standard Colliery (Messrs Standard Coal Co. Ltd. P. O. Sijua) and their workmen, is published.

REFERENCE No. 15 OF 1951

The dispute between the Standard Coal Co. Ltd.,
and
Their workmen.

ORDER

In the award passed in this case by this Tribunal on 28th March 1953, there is a slight clerical error. It was mentioned therein that this dispute was referred to this Tribunal by Notification No. LR.4(200), dated 24th May 1951. It however appears that the notification was actually issued on 16th May 1951, I therefore order [under Rule 23 of the Industrial Disputes (Central) Rules 1947] that for the opening sentence of the Award passed in this case and published in the *Gazette of India* on 11th April 1953, the following should be substituted:—

By notification No. LR4(200), dated 16th May 1951, as amended by subsequent notification No. LR4(200), dated 19th February 1952, the dispute between the workmen of the Standard Colliery and their management in respect of (1) compensation for carned leave. (2) proportionate bonus for the quarter and (3) Railway fare, was referred to this Tribunal.

(Sd.) L. P. DAVE.

The 6th July 1953.

[No. LR-4(200).]

A. P. VEERA RAGHAVAN, Asstt. Secy.

New Delhi, the 12th August 1953

S.R.O. 1609.—In pursuance of regulation 19 of the Indian Coal Mines Regulations, 1926, the Central Government hereby directs that in the case of coal mines in the States of Hyderabad, Rajasthan and Vindhya Pradesh, the plans required to be kept under regulation 15 or to be sent under regulation 17 of the said Regulations, shall, after the 1st January 1954, be prepared by or under the supervision of a surveyor who has been granted a surveyor's certificate under the said Regulations.

[No. M-41(16)53(I).]

S.R.O. 1610.—In pursuance of regulation 27 of the Indian Coal Mines Regulations, 1926, the Central Government hereby directs that, with effect from the 1st January 1954, no person shall be employed as a surveyor in a coal mine, in the States of

Hyderabad, Rajasthan and Vindhya Pradesh unless he holds a surveyor's certificate granted under the said Regulations.

[No. M-41(16)53(II).]

New Delhi, the 14th August 1953

S.R.O. 1611.—In exercise of the powers conferred by section 4 of the Mica Mines Labour Welfare Fund Act, 1946 (XXII of 1946), read with clause (a) of sub-rule (4) of rule 3 of the Mica Mines Labour Welfare Fund Rules, 1948, the Central Government hereby appoints Shri Hari Singh, Regional Labour Commissioner, Nagpur, as a member of the Mica Mines Labour Welfare Fund Advisory Committee for the State of Ajmer constituted by the Notification of the Government of India in the Ministry of Labour No. S.R.O. 248, dated the 30th January 1952, *vice* the Regional Labour Commissioner (Central) Ajmer.

[No. M-23(4)52.]

S.R.O. 1612.—In exercise of the powers conferred by section 4 of the Mica Mines Labour Welfare Fund Act, 1946 (XXII of 1946), read with clause (a) of sub-rule (3) of rule 3 of the Mica Mines Labour Welfare Fund Rules, 1948, the Central Government hereby appoints Shri Hari Singh, Regional Labour Commissioner, Nagpur, as a member of the Mica Mines Labour Welfare Fund Advisory Committee for the State of Rajasthan constituted by the Notification of the Government of India in the Ministry of Labour No. S.R.O. 247, dated the 30th January 1952, *vice* the Regional Labour Commissioner (Central) Ajmer.

[No. M-23(4)52.]

P. N. SHARMA, Under Secy.

New Delhi, the 13th August 1953

S.R.O. 1613.—In pursuance of the provisions of sub-clause (1) of the clause 5 of the Calcutta Dock Workers (Regulation of Employment) Scheme, 1951, the Central Government hereby appoints Shri A. Talib as Administrative Officer for the purposes of carrying on the day-to-day administration of the said Scheme.

[No. Fac.74(5).]

K. N. NAMBIAR, Under Secy.

ORDERS

New Delhi, the 14th August 1953

S.R.O. 1614.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bombay Life Assurance Co. Ltd., Bombay and their employees in the Head Office, Branch Offices, Inspectorates and all other offices of the Company including Chief Agencies, in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (XIV of 1947), and in supersession of the order of the Government of India in the Ministry of Labour No. LR.90(17), dated the 1st August, 1953, the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7 of the said Act by the notification of the Government of India Ministry of Labour No. LR.60(180), dated the 8th August, 1953.

SCHEDULE

1. Scales of Pay;
2. Dearness allowance;
3. Allowances for specialised type of work;
4. Gratuity;
5. Bonus for the years 1948 to 1952;
6. Working Hours;
7. Leave;

8. Payment of increments to certain employees in the Head Office in terms of the Shah Award;

9. Reinstatement of, and/or compensation for, Shri Vichare;

10. Inclusion of the service of employees previously working under the chief agencies of the company rendered under such chief agencies for the purposes of determining their entry into the company's service and for entitling them to the benefits and privileges of service under the Company.

[No. LR.90(17).]

S. R. O. 1615.—Whereas the Central Government is of opinion that an industrial dispute exists between employers in relation to each of the banking companies specified in column 3 of the Schedule annexed hereto and the workman or workmen specified in the corresponding entry in column 2 thereof;

And whereas the Central Government considers it desirable to refer for adjudication the matters specified in column 4 of the said Schedule, which are matters in dispute;

Now, therefore, in exercise of the powers conferred by section 10 of the Industrial Disputes Act, 1947 (XIV of 1947) and in supersession of the Order of the Government of India in the Ministry of Labour No. LR. 100(89)I, dated the 5th August, 1953, the Central Government hereby refers to the Industrial Tribunal at Calcutta constituted under Section 7 of the said Act by the notification of the Government of India in the Ministry of Labour No. LR. 60(180), dated the 8th August, 1953 for adjudication each of the said matters specified in column 4 of the said Schedule, being a matter between the employers in relation to the banking company specified in the corresponding entry in column 3 of the said Schedule and the workman or workmen specified in the corresponding entry in column 2 thereof.

SCHEDULE

S. No.	Names of the workmen	Name of the Employer	Nature of Dispute	Addresses of the workmen
1	2	3	4	5
1	Shri Manmohan Ghosh.	Comilla Banking Corporation.	Denial of leave from 1942 to 1945.	"Brojo Dham" 24/5/1 Masjid Bari Street, Calcutta-16.
2	Shri Jamna Pandhya	United Commercial Bank.	Discharge from service.	C/o Shri K. N. Sharma Waste Paper Godown 4B, Machuabazar Street, Calcutta.
3	Shri Jainath Ram	Do.	Do.	C/o Shri Harnath Ram, United Commercial Bank Ltd., Calcutta.
4	Shri Mufhar Ali	Do.	Do.	119, Collin Street, Calcutta.
5	Shri Abdul Majid Mia.	Do.	Do.	119, Collin Street, Calcutta.
6	Shri Radha Kissen Tewari.	Do.	Do.	C/o Kedarnath Dubey Tarachand Ghanshyam Dass, 18, Mullick St., Calcutta.

1	2	3	4	5
7	Shri Shivji Singh	United Commercial Bank.	Discharge from service.	P. O. Tollygunje, Bansdroni Ghat, Khanpur Khatala, Distt. 24-Pargnas (West Bengal).
8	Shri Ram Prasad	Do. . . .	Do. . . .	1/6/1, Justice Dwarka Nath Road, Calcutta-20.
9	Shri Kumud Bandhu Chatterjee.	Hindustan Commercial Bank.	Do. . .	44/1-H, Kalighat Road, P. O. Kalighat, Calcutta.
10	Shri Krishna Bahadur.	Imperial Bank of India.	Non-payment of bonus.	C/o Calcutta Electric Supply Corporation, 33 Amir Ali Avenue Calcutta.
11	Shri Dalim K. Chatterjee.	Do. . . .	Suspension from service.	3, Chaital Para, P. O Bally, Distt. Howrah
12	Shri Desharathi Dutta.	Chartered Bank of India, Australia and China.	Stoppage of promotion.	65, Ratan Sarkar Garden Street, Calcutta.
13	Shri Gopi Nath Dutta.	Do. . . .	Do. . . .	C/o Sunder Lal, Seal Eng., Sastitolla Chinsurah, Distt Hooghly.
14	Shri Dulal Chandra Laha.	Do. . . .	Do. . . .	39, Baburam Ghosl Lane, Calcutta.
15	Shri Parini Kumar Adhiya.	Do. . . .	Do. . . .	23, Umesh Banerjee Lane, Howrah.
16	Shri Broja Gopal Seal.	Do . . .	Do. . . .	Borai Chanditol Chandernagore.
17	Shri Biswa Nath Dutta.	Do. . . .	Do. . . .	Mansatolla, Tola Phatak Chinsurah Dt. Hooghly.
18	Shri Kartick Chandra Paul.	Do. . . .	Do. . . .	Kamarpara, Chinsurah, Distt. Hooghly
19	Shri Jagadinra Kumar Dutta.	Do. . . .	Do. . . .	Village Majilpur P. O. Joynagar Mazilpur, Distt. 24 Paraganas.
20	Shri Gour Chand Mallick.	Do. . . .	Do. . . .	74-B, Sikdar Bagar Street, Calcutta.
21	Shri Akhil Chandra Das.	Bengal Central Bank	Promotion to junior Officer's Bank.	32/1 Mahesh Barik Lane, Calcutta-11.
22	Shri Biswcshwar Sen.	Do. . . .	Do. . . .	5, Mohanbagan Lane Calcutta.
23	Shri Chandra Bhusan Tewari.	Do. . . .	Do. . . .	47, Sitalatala Lane, Calcutta.
24	Shri Sukumar Mallick.	Central Bank of India	Termination of Employment.	8, Mukteram Dc Lane, Howrah.

1	2	3	4	5
25	Shri Ravi Kumar Chatterjee.	Central Bank of India.	Termination of Employment.	C/o Shri Girindra Kumar Chatterjee, Advocate, Shri Bijoy Chand Road, Burdwan.
26	Shri S. K. Chatterjee.	Model Bank of India	Payment of Bank's contribution to the provident fund.	Ramporhat P. O., Distt. Birbhum.
27	Shri Adhir Ranjan Dey	Hindustan Commercial Bank.	Dismissal from service.	3/2 A, Amherst Street, Calcutta.

[No. L. R. 100 (89)/I.]

N. C. KUPPUSWAMI,
Deputy Secretary.

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